

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414



Meeting Agenda

Monday, April 13, 2026

4:30 PM

Village Hall - Conference Rooms 1E & 1F

Village Council Workshop

Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

While this is a public meeting, there will be no opportunity for public comment at this workshop. This workshop will be live streamed, recorded and posted to the Village website for viewing.

1. CALL TO ORDER**2. REVIEW OF COUNCIL AGENDA****A. [26-7619](#) APPOINTMENT OF VICE MAYOR**

Appointment of Vice Mayor of the Village of Wellington.

B. [26-7667](#) WELLINGTON COMMUNITY FOUNDATION FUNDING APPROVAL AND CHECK PRESENTATION

Wellington Community Foundation funding approval and check presentation for Wellington community initiatives.

C. [26-7679](#) PRESENTATION BY CAREER SOURCE PALM BEACH COUNTY

Career Source Palm Beach County will present information on an upcoming Skilled Trades Fair at the Wellington Community Center.

D. [26-7521](#) AUTHORIZATION TO UTILIZE A SOUTHEAST COOPERATIVE CONTRACT FOR THE PURCHASE AND DELIVERY OF SWIMMING POOL CHEMICALS

Authorization to utilize a Southeast Florida Cooperative contract with Commercial Energy Specialists (CES), for the purchase and delivery of swimming pool chemicals in the amount of approximately \$135,000 annually.

E. [26-7571](#) AUTHORIZATION TO CONTINUE UTILIZING A SOUTHEAST FLORIDA COOPERATIVE CONTRACT WITH MULTIPLE VENDORS FOR THE PURCHASE AND DELIVERY OF SODIUM HYDROXIDE

Authorization to continue utilizing a Southeast Florida Cooperative contract with Brenntag Mid-South Inc. and Univar Solutions USA, Inc., as a basis for pricing for the purchase and delivery of sodium hydroxide in the amount of approximately \$135,000 annually.

F. [26-7656](#) AUTHORIZATION TO: 1) AWARD TASK ORDER TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES FOR PHASE VI OF THE WELLFIELD REHABILITATION PROJECT; AND 2) AWARD A TASK ORDER FOR THE LABOR, EQUIPMENT, AND MATERIALS FOR PHASE VI OF THE WELLFIELD REHABILITATION PROJECT

Authorization to: 1) Award a task order to JLA Geosciences, Inc. to provide hydrogeologic consulting services for Phase VI of the Wellfield Rehabilitation project in the amount of \$96,816; and 2) Award a task order to Florida Design Drilling, Inc., for the rehabilitation of Wells 21, R-3R and R-9, in the amount of \$550,000.

G. [26-7522](#) AUTHORIZATION TO UTILIZE A SOUTHEAST FLORIDA COOPERATIVE CONTRACT FOR THE PURCHASE AND DELIVERY OF CHEMICAL SCALE INHIBITOR (ANTI-SCALANT)

Authorization to utilize a Southeast Florida Cooperative Purchasing Contract with Amaya Solutions, Inc. d/b/a American Water Chemicals for the purchase and delivery of Chemical Scale Inhibitor (Anti-scalant for approximately \$100,000 annually.

- H. [26-7573](#) AUTHORIZATION TO RENEW EXISTING CONTRACTS FOR PURCHASE, DELIVERY AND INSTALLATION OF MULCH, PINE STRAW, AND GROUND PREPARATION, VILLAGE-WIDE
- Authorization to renew existing contracts with Amerigrow Recycling-Delray, Limited Partnership and East Coast Mulch Corp. for the purchase, delivery and installation of mulch, pine straw and ground preparation, Village-wide, for approximately \$177,500.*
- I. [26-7664](#) AUTHORIZATION TO ISSUE PURCHASE ORDERS FOR IRRIGATION PUMP STATION UPGRADES AT GREENBRIAR PARK AND VILLAGE PARK
- Authorization to issue purchase orders to Hoover Pumping Systems and Cerrito Electric for two irrigation pump station upgrades, at a total cost of \$115,948.37.*
- J. [26-7665](#) RESOLUTION NO. R2026-19 (RESCIND 6.8.8 ZONING IN PROGRESS)
- A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, RESCINDING A ZONING IN PROGRESS RELATED TO SECTION 6.8.8 – EQUESTRIAN DEVELOPMENT OF THE EQUESTRIAN OVERLAY ZONING DISTRICT; AND PROVIDING AN EFFECTIVE DATE.
- To approve Resolution No. R2026-19 rescinding the Zoning in Progress established by Resolution No. R2026-01.*
- K. [26-7699](#) RESOLUTION NO. R2026-13 (RESOLUTION OF SUPPORT FOR PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) TRANSPORTATION ALTERNATIVES (TA) GRANT PROGRAM)
- A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO SUPPORT AN APPLICATION FOR FINANCIAL ASSISTANCE PURSUANT TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) TRANSPORTATION ALTERNATIVES (TA) PROGRAM FOR FUNDING IN THE AMOUNT OF \$1.5 MILLION FOR BIKE LANES ON SOUTH SHORE BOULEVARD; AGREEING TO FUND THE LOCAL SHARE OF THE PROJECT AND THE ONGOING MAINTENANCE AND OPERATIONS EXPENSES ASSOCIATED WITH THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.
- Approval of Resolution No. R2026-13, supporting Wellington's application for financial assistance pursuant to the Palm Beach Metropolitan Planning Organization (MPO) Transportation Alternatives (TA) program for funding in the amount of \$1.5 million for bike lanes on South Shore Boulevard.*
- L. [26-7681](#) OUTSIDE LEGAL FEES AND COSTS – JOHNSON ANSELMO MURDOCK BURKE PIPER & HOCHMAN, P.A.
- Request for continued use of outside professional legal services to assist in matters relating to the Brefrank Quiet Title matter.*

M. [26-7669](#) ORDINANCE NO. 2025-26 (14833 50TH STREET COMPREHENSIVE PLAN AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER), TOTALING APPROXIMATELY 59.3 ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; DELETING THE SITE SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-019 AS PART OF THE FUTURE LAND USE MAP DESIGNATION; UPDATING THE LEGAL DESCRIPTION REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2025-26 to eliminate the site-specific conditions of the Future Land Use Map approval associated with Ordinance No. 2005-19 under Section 2 and to update the legal description referenced in said ordinance.

N. [26-7671](#) ORDINANCE NO. 2025-27 (14833 50TH STREET REZONING)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON'S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2025-27 to rezone a 47.9-acre portion of the site that has a FLUM designation of ECR from ER/EOZD to ECR/EOZD to make the zoning designation consistent with the FLUM designation.

- O. [26-7662](#) RESOLUTION NO. R2026-18 (15555 DE HAVILLAND COURT LIEN REDUCTION)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL COMPROMISING LIENS ASSOCIATED WITH CODE COMPLIANCE ACTIONS NOH-CC-1298-2024, NOH-CC-2415-2022, NOH-CC-2581-2024, AND NOH-CC-3518-2024, FOR 15555 DE HAVILLAND COURT, PURSUANT TO SECTION 2-199 OF THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Code compliance lien reduction request by the property owner from \$254,106.83 to \$181.83, comprising only administrative costs, for 15555 De Havilland Court.

- P. [26-7672](#) PALM BEACH COUNTY LEAGUE OF CITIES VOTING DELEGATE AND ALTERNATE

Designation of a Voting Delegate and Alternate to the Palm Beach County League of Cities.

- 3. **WORKSHOP**
- 4. **ATTORNEY'S COMMENTS**
- 5. **MANAGER COMMENTS**
- 6. **COUNCIL COMMENTS**
- 7. **ADJOURN**



Legislation Text

File #: 26-7619, **Version:** 1

ITEM: APPOINTMENT OF VICE MAYOR

REQUEST: Appointment of Vice Mayor of the Village of Wellington.

EXPLANATION: The Village of Wellington Charter provides that the Village Council, at its first regular meeting after the fourth Tuesday of each March, shall elect from its membership a Vice Mayor who shall serve at the pleasure of the Village Council and who shall have the same legislative powers and duties as the Mayor or any other Councilmember. The Vice Mayor shall serve as acting Mayor during the absence or disability of the Mayor.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Appointment of Vice Mayor of the Village of Wellington.



Legislation Text

File #: 26-7667, Version: 1

ITEM: WELLINGTON COMMUNITY FOUNDATION FUNDING APPROVAL AND CHECK PRESENTATION

REQUEST: Wellington Community Foundation funding approval and check presentation for Wellington community initiatives.

EXPLANATION: The Wellington Community Foundation (WCF) has approved funding for various community initiatives that aim to support seniors, children, and veterans. The approved projects and their respective funding are as follows:

- Holiday Toy Drive - \$4,000 supporting a toy giveaway for over 300 children at St. Peter’s United Methodist Church;
- Boys & Girls Club of Wellington - \$6,000 providing summer sponsorships to ensure children have a safe, engaging environment;
- Back to School Event - \$7,500 supplying school materials for students in need;
- Vinceremos Therapeutic Riding Center - \$20,000 supporting pre-employment training and life skills programs for high school students;
- Village Park Summer Camps - \$8,000 offering scholarships for low-income children to attend educational and recreational summer camps;
- Sponsor Monthly Luncheons for Seniors - \$7,500 funding monthly luncheons at the Wellington Community Center to foster social connections for seniors;
- Bike Assist Program - \$2,000 refurbishing and providing bikes and helmets to children in need.
- Youth Council Program - \$1,000 to support initiatives that allow youth to express their views, develop projects that address community needs, and participate in decision-making processes.

The total funding amount approved is \$56,000.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT:

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Wellington Community Foundation funding approval and check presentation for Wellington community initiatives.

February 2, 2026

Jim Sackett
Chair

Pam Tahan
Vice Chair

Hope Barron
Treasurer

Terri Kane
Secretary

Joanna Boynton
Director

Michael Gauger
Director

Donald Gross
Director

Barry Manning
Director

James Seder
Director

Kevin Shapiro
Director

Roxanne Stein
Director

John Varvarigos
Director

Maggie Zeller
Director

Ed De La Vega
Assistant Village Manager
VILLAGE OF WELLINGTON
12300 Forest Hill Boulevard
Wellington, Florida 33414

Dear Mr. De La Vega,

Subject: Approval of Funding - Wellington Community Foundation

I hope this letter finds you well. On behalf of the Wellington Community Foundation, I am pleased to inform you that your request for several projects has been approved for funding by our Board of Directors.

Our foundation believes in the transformative power of community-driven initiatives, and we are delighted to support the Village's efforts in the described initiatives. After a careful review of all submitted proposals, your project/initiative stood out for its potential impact and alignment with our mission of **"Building A Stronger Community"** by assisting seniors, children, and veterans in need.

The Wellington Community Foundation is committed to fostering positive change in our community, and we are confident that your project/initiative will contribute significantly to this goal. As a result, we are pleased to announce that your organization has been granted the following:

Holiday Toy Drive: AWARD AMOUNT \$4,000

Wellington Community Foundation can help create cherished memories and a sense of belonging for those who may otherwise go without. This event takes place at St. Peters Methodist Church and provides toys to over 300 kids within the Wellington community. WCF Board will volunteer at this event.

Boys & Girl Club Wellington: AWARD AMOUNT \$6,000

The Boys and Girls Club Summer Sponsorship provide children with a safe and engaging environment during the summer months. This funding will help cover program costs, ensuring that children can participate in enriching activities, gain valuable life skills, and receive mentorship. Supporting this program fosters personal development and social connections, critical for children's well-being during the summer break.

Back To School Event: AWARD AMOUNT \$7.500

Funding essential resources for children as they prepare for the new school year. This funding will support school supplies, backpacks, and educational materials for students in need. WCF helps level the playing field, ensuring that all children are equipped for academic success and have a positive start to the school year.

Event Date August 1, 2026, Wellington Community Center – confirmed.

Vinceremos Therapeutic Riding Center Program: AWARD AMOUNT \$20,000

Vinceremos, in partnership with the Village of Wellington, provides a two-part program for Wellington Community High School and Palm Beach Central High School. Vinceremos Therapeutic Riding Center provides life-changing equine therapy programs for children with special needs, fostering improvements in both physical health and emotional well-being.

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Kevin Shapiro
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Director

John Varvarigos
Director

Maggie Zeller
Director

Village Park Summer Camps: AWARD AMOUNT: \$8,000

Enriching experiences for children from low- to moderate-income families. In the past, the Community Services department organized separate camps for these students. However, we believe it's more beneficial to bring all youth together in one camp, regardless of their financial circumstances. This funding will enable us to offer scholarships, ensuring every child has access to enjoyable and educational summer activities.

Sponsor Monthly Luncheon for Seniors: AWARD AMOUNT \$7,500

Supporting the Senior Monthly Events at the Wellington Community Center is vital for fostering community and well-being among our senior population. Each month, these themed luncheons provide a welcoming and inclusive space for individuals aged 50 and over to gather, enjoy a free meal, and participate in engaging entertainment and activities. These events not only combat social isolation but also promote mental and emotional health by creating opportunities for meaningful connections and friendships. By investing in these once a month events, the Wellington Community Foundation will help enhance the quality of life for seniors, ensuring they feel valued, supported, and connected to their community. Your support will allow our seniors to live in an environment where they can share experiences, laughter, and joy.

Bike Assist Program: AWARD AMOUNT: \$2,000

The Bicycle Assistance Program, created in partnership with the Palm Beach County Sheriff's Office, transforms unclaimed lost and stolen bicycles into valuable resources for local low to moderate children in need. Refurbished bikes are provided to these children along with safety helmets, promoting both mobility and safety. Each bike to be refurbished is averaging approximately \$75. That will allow us to refurbish 26 bikes throughout the calendar year.

Youth Council Program: AWARD AMOUNT: \$1,000

The Youth Council empowers young people to engage in their community, fostering leadership skills and civic responsibility. This funding will support initiatives that allow youth to express their views, develop projects that address community needs, and participate in decision-making processes. By investing in our Youth Council, we cultivate the next generation of leaders and ensure their voices are heard.

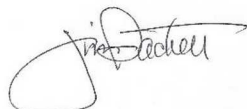
Please find above a breakdown of the approved funding, outlining how the allocated resources are intended to support various aspects of your project. We encourage you to review this information and reach out if you have any questions or require additional clarification.

Additionally, we kindly request that you keep our foundation informed of your project's progress by providing regular updates. This will help us highlight the impact of our collective efforts in creating a stronger and more vibrant community. We extend our sincere congratulations to you and your team for this accomplishment. We look forward to witnessing the positive outcomes that will undoubtedly result from your dedicated efforts.

Thank you for your commitment to making a difference in our community. If there is anything further, we can assist you with, please do not hesitate to contact us at wellingtoncommunityfoundation@gmail.com

Wishing you continued success in all your endeavors.

Sincerely,



Board of Directors
Wellington Community Foundation



Legislation Text

File #: 26-7679, **Version:** 1

ITEM: PRESENTATION BY CAREER SOURCE PALM BEACH COUNTY

REQUEST: Career Source Palm Beach County will present information on an upcoming Skilled Trades Fair at the Wellington Community Center.

EXPLANATION: Career Source Palm Beach County will host a Skilled Trades Fair at the Community Center on Thursday, April 30th from 9:00 to 11:30 am. Charles Duval, Assistant Vice President of Career Source Palm Beach County is present and will discuss the upcoming event aimed at providing opportunities for residents to connect with employers and learn about apprenticeship pathways.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: NONE

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Career Source Palm Beach County will present information on an upcoming Skilled Trades Fair at the Wellington Community Center.



Legislation Text

File #: 26-7521, Version: 1

ITEM: AUTHORIZATION TO UTILIZE A SOUTHEAST COOPERATIVE CONTRACT FOR THE PURCHASE AND DELIVERY OF SWIMMING POOL CHEMICALS

REQUEST: Authorization to utilize a Southeast Florida Cooperative contract with Commercial Energy Specialists (CES), for the purchase and delivery of swimming pool chemicals in the amount of approximately \$135,000 annually.

EXPLANATION: The Parks and Recreation Department uses a variety of pool chemicals at the aquatics center, including Pulsar Brand Briquettes. The Pulsar Briquettes are required in order for the current pool chlorination system to operate within the parameters necessary to meet National Sanitary Foundation and American National Standards Institute requirements.

The City of Sunrise, acting as the lead agency for the Southeast Florida Co-Op, awarded 26-13-11-HR to multiple vendors, including CES for the purchase and delivery of Pulsar Brand Briquettes. This contract is effective from March 26, 2026 through March 25, 2027 with a contract price of \$178.70/pail (an increase of \$9.54/5.6% per pail) and for an initial term of one (1) year with two (2) additional one (1) year renewal periods. Based on the expected usage at the new aquatics complex, the increased price will be approximately \$7,200 more for the initial term.

Staff requests authorization to utilize a Southeast Florida Cooperative contract with CES, for the purchase and delivery of swimming pool chemicals in the amount of approximately \$135,000 annually.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated with the FY 2026 Aquatics and Sports Facilities operating budget to cover expenditures.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize a Southeast Florida Cooperative contract with Commercial Energy Specialists (CES), for the purchase and delivery of swimming pool chemicals in the amount of approximately \$135,000 annually.

FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274



February 25, 2026

Sent Via Email: rbaker@ceswaterquality.com

Mr. Mark Robinson, Senior Vice President
Commercial Energy Specialists, LLC
952 Jupiter Park Lane, Suite 1
Jupiter, Florida 33458

Subject: Award– Southeast Florida Governmental Purchasing Cooperative Group
Bid Title: Swimming Pool Chemicals
Bid No. 26-13-11-HR

Dear Mr. Robinson:

I would like to inform you that the City of Sunrise Commission awarded the above referenced bid for Swimming Pool Chemicals on February 24, 2026. The initial contract period shall be for one year, March 26, 2026 through March 25, 2027 with an option for renewal by written notification for two (2) renewals consisting of one (1) year each, providing all terms and conditions remain the same.

Please be advised that your firm was awarded the above referenced bid (multi-award) for the following item:

Chlorine Briquettes, Pulsar Brand, 50# Pail Item 15 Bid Price \$178.70/pail

Balance of Line 10-20% Discount

Rush Fee for Expedited Delivery within 48 hours of notice: \$75.00/delivery

If you have not already done so, please submit a current Certificate of Insurance listing the City of Sunrise as additional insured for the amounts indicated in the bid document. Please send same to my attention at Purchasing Division, City of Sunrise, 10770 W. Oakland Park Blvd., Sunrise, FL 33351 or email: hraphaelson@sunrisefl.gov.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

A handwritten signature in cursive script that reads "Holly Raphaelson".

Holly Raphaelson, C.P.M., CPPO, CPSM, NIGP-CPP, FCCM
Procurement Specialist

cc: Southeast Florida Governmental Purchasing Cooperative Group

SECTION 6 – BID SUBMISSION PACKAGE

**SCHEDULE "A"
CITY OF SUNRISE
BID SHEET & CERTIFICATION**

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
1.	26	Soda Ash, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2) 50 LB bag	Brenntag Mid South, Inc. Soda Ash, Lite Int - 100 - FMC	\$ <u>40.24</u> /bag	\$ <u>1,0426.24</u>
2.	140	Diatomaceous Earth Pool grade 50 LB bag	No Bid	\$ _____ /bag	\$ <u>0.00</u>
3.	1,924	Sodium Bicarbonate Food Grade, NaHCO3 99% 50 LB bag	Proline, Sodium Bicarbonate	\$ <u>48.58</u> /bag	\$ <u>93,467.92</u>
4.	59	Cyanuric Acid 100 LB drum	No Bid	\$ _____ /drum	\$ <u>0.00</u>
5.	12	Cyanuric Acid 50 LB drum	No Bid	\$ _____ /drum	\$ <u>0.00</u>
6.	52	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01-55 Gallon drum	Brenntag Mid South, Inc. Hydrochloric Acid, 20 Deg = 31.45% - 35.24%	\$ <u>405.93</u> /drum	\$ <u>21,108.36</u>
7.	10,390	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01-1 1 Gallon container	Sentry Industries, Hydrochloric Acid, Muriatic Acid 31.45%, CAS 7647-01-1 1 Gallon container	\$ <u>7.04</u> /gallon	\$ <u>73,145.60</u>
8.	1,715	Calcium Chloride 77% Flake 50 LB bag	Diversified, Calcium Chloride Hardness Increaser Flake 77% 50 lb Bag	\$ <u>43.90</u> /bag	\$ <u>7,682.50</u>
9a.	52,950	Sodium Hypochlorite- Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at one time	No Bid	\$ _____ /gallon	\$ <u>0.00</u>
9b.	98,290	Sodium Hypochlorite- Batch (Liquid Chlorine) (No minimum quantity)	No Bid	\$ _____ /gallon	\$ <u>0.00</u>
10a.	120,925	Sodium Hypochlorite- Continuous (Liquid Chlorine) 500 gallons minimum quantity delivered at one time	No Bid	\$ _____ /gallon	\$ <u>0.00</u>

Commercial Energy Specialists, LLC

Vendor Name

Mark Robinson

Name of Authorized Person

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
10b.	224,575	Sodium Hypochlorite- Continuous (Liquid Chlorine) (No minimum quantity)	No Bid	\$ _____ /gallon	\$ 0.00
11.	65	Chlorine Dry Tablet (3" Tablet) 50 LB pail	No Bid	\$ _____ /pail	\$ 0.00
12.	24	Sodium Trichloride 50 LB bag	No Bid	\$ _____ /bag	\$ 0.00
13.	44	Calcium Hypochlorite 100 LB drums	No Bid	\$ _____ /drum	\$ 0.00
14.	112	Calcium Hypochlorite 25 LB pail	Solenis, Pulsar Power Shock	\$ 206.45/pail	\$ 23,122.40
15.	4,036	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail	Solenis, Pulsar Briquettes	\$178.70/pail	\$ 721,233.20
16.	120	Potassium Peroxymonosulfate 50 LB pail	Truox, Inc. Purolyte, 99% Monopersulphate	\$288.08/pail	\$ 34,569.60
17.	1,940	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail	No Bid	\$ _____ /pail	\$ 0.00
18.	88	Tile Cleaner 1 Quart Container	Jacks Magicm Products Power Blue Water Line & Tile Cleaner, 32oz	\$ 15.96 /container	\$ 1,404.48
19.	50	All Clear Mustard Knock-out, or equal 2 LB Container	No Bid	\$ _____ /container	\$ 0.00

TOTAL BID OFFER (Items 1-19): \$ 976,780.30

Nine hundred seventy six thousand, seven hundred eighty dollars and thirty cents.

(Written Dollar Amount)

Commercial Energy Specialists, LLC

Mark Robinson

Vendor Name

Name of Authorized Person

CONTINGENCY PRICING

RUSH Fee for Expedited Delivery within 48 Hours of notice.	\$ 75.00 /delivery
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Vendors to indicate the percentage (%) off the balance of line. 10 - 20 %

Vendor to indicate, any drum deposit charges, if applicable: Item No. _____ \$ N/A

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

SCHEDULE "A"
(Continued)

Delivery will be made within _____ calendar days after receipt of purchase order. *(To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.*

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: No: _____

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: _____/DATE _____ ADDENDUM NO: _____/DATE _____
ADDENDUM NO: _____/DATE _____ ADDENDUM NO: _____/DATE _____

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: Commercial Energy Specialists, LLC

Address 952 Jupiter Park La, Suite 1

City Jupiter State FL Zip 33458

Phone# 561-354-2712 E-Mail rbaker@ceswaterquality.com

Signature:  Title Senior Vice President

Printed Name: Mark Robinson

FEID or Social Security No. 59-2550057

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2. a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

**SCHEDULE "B"
CITY OF SUNRISE
NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF Florida)
) SS
COUNTY OF Palm Beach)
Mark Robinson, being first duly sworn, deposes and says that
(Type or print name of person who is signing below)

1. He/she is the Senior Vice President (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid.
2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.
4. Under penalty of perjury, I certify that the information presented in this Affidavit is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in disqualification from submitting bids, and/or referral to criminal law enforcement. The information provided is subject to verification by the City of Sunrise.
5. I understand that Florida Statutes Chapter 817 provides that willful false statements or misrepresentation is a misdemeanor of the first degree punishable by fines or imprisonment provided under Florida Statutes §775.082 or 775.83. I further understand that any willful misstatement of information will be grounds for disqualification. I certify, under oath, that the information provided is true and correct.

Name: _____ Relationship: _____
Name: _____ Relationship: _____

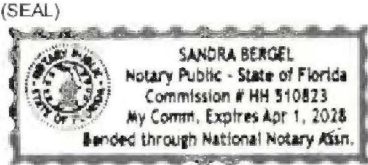
Company Name: Commercial Energy Specialists, LLC

Bidder's Authorized Signature: [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 27 day of January, 2020, by Mark R. as Senior VP (title) of Commercial Energy S. (Company).

[Handwritten Signature]
Signature of Notary Public - State of Florida



Sandra Bergel
Print, type or stamp commissioner name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced Driver License

**SCHEDULE "C"
CITY OF SUNRISE**

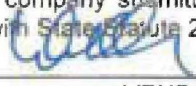
BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087



VENDOR'S SIGNATURE
Commercial Energy Specialists, LLC

COMPANY'S NAME

SCHEDULE "D"
CITY OF SUNRISE
BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Commercial Energy Specialists, LLC

Address: 952 Jupiter Park La, Suite 1 Jupiter FL 33458
Street City State Zip Code

Telephone: (561-) 354-2712 E-Mail: rbaker@ceswaterquality.com

Web Site: www.aquafinity.com

How many years has your organization been in business under its present name? 43

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Under what former names has your business operated? : Commercial Energy Specialists, Inc.

At what address was that business located? 952 Jupiter Park Lane, Suite 1, Jupiter FL 33458

Are You Certified? Yes No X If Yes, ATTACH COPY OF LICENSE
Are You Licensed? Yes X No If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy? Yes No X

If yes, explain:

Are you a sales representative, distributor, X broker, manufacturer of the commodities/services bid upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes X No If Yes, explain (date, service/project, bid title, etc.)

Bid 23-05-12-HR Swimming Pool Chemicals, Pulsar Chlorine Briquettes & Potassium Peroxymonosulfate, 3/14/23 - 3/26/26

Have you ever received a complaint on a Contract or bid awarded to you by any government entity? Yes No X if yes, explain:

Have you ever been debarred or suspended from doing business with any government entity? Yes No X If Yes, explain

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

None

(Attach additional sheets as necessary)

SCHEDULE "D"
(Continued)
REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: Palm Beach County
Address: 2700 6th Ave. S.

City/State/Zip Code: Lake Worth, FL 33461
Phone: (561) 379-8529
Fax: (561) 274-1150
Contact: Daniel Mark
E-Mail: dmark@pbc.gov

Agency/Firm Name: Collier County
Address: 3299 Tamiami Trail E
Ste 700
City/State/Zip Code: Naples, FL 34112
Phone: (239) 877-8292
Fax: (239) 774-6179
Contact: Dayne Atkinson
E-Mail: dayne.atkinson@collier.gov

Agency/Firm Name: Martin County
Address: Sailfish Splash Water Park
931 SE Ruhnke St
City/State/Zip Code: Stuart, FL 34994
Phone: (882) 266-8675
Fax: (772) 334-4215
Contact: Travis Natiello
E-Mail: tnatiello@martin.fl.us

Agency/Firm Name: City of Altamonte Springs
Address: 225 Newburyport Ave
Altamonte Springs
City/State/Zip Code: FL 32701
Phone: (407) 782-0632
Fax: (407) 571-8082
Contact: Daniel Yarborough
E-Mail: DYarborough@altamonte.org

Agency/Firm Name: Breakers Palm Beach
Address: 1 S County Rd
Palm Beach
City/State/Zip Code: FL 33480
Phone: (561) 758-0603
Fax: (561) 659-8450
Contact: Michael Donlon
E-Mail: Michael.Donlon@TheBreakers.com

Agency/Firm Name: Koch Residence
Address: 974 South Ocean Blvd
City/State/Zip Code: Palm Beach, FL 33480
Phone: (970) 987-2068
Fax: (561) 557-1129
Contact: Rick Burnham
E-Mail: richard.burnham@renewadellc.com

Agency/Firm Name: Charlotte County
Address: 18400 Murdock Circle
Port Charlotte
City/State/Zip Code: FL, 33948
Phone: (941) 235-5024
Fax: (941) 743-1384
Contact: Nancy Pizzino
E-Mail: Nancy.Pizzino@charlottecountyfl.gov

Agency/Firm Name: John's Island Club
Address: 3 Johns Island Dr
City/State/Zip Code: Vero Beach, FL 32963
Phone: (772) 538-4360
Fax: (772) 231-7612
Contact: Ken Keaton
E-Mail: kkeaton@johnsislandclub.org

YOUR COMPANY NAME Commercial Energy Specialists, LLC
ADDRESS 952 Jupiter Park La, Suite 1
Jupiter, FL 33458
PHONE: 561-354-2712
EMAIL: rbaker@ceswaterquality.com

**SCHEDULE "E"
CITY OF SUNRISE**

WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

N/A

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)

N/A

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?

YES N/A NO

WARRANTY PERIOD FOR PARTS REPLACEMENT N/A

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY PERIOD?

N/A

TELEPHONE: EMAIL:

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:

N/A

TELEPHONE: EMAIL:

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:

YES N/A NO

NAME OF BIDDER: Mark Robinson, Commercial Energy Specialists, LLC

SIGNATURE AND TITLE:  Senior Vice President

TELEPHONE: 561-744-1557 DATE: 1/27/26

**SCHEDULE "F"
CITY OF SUNRISE**

PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Jeanie Miller PHONE (A/C, No, Ext): (205) 847-3908 E-MAIL ADDRESS: Jeanie.miller@stephens.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Commercial Energy Specialists, LLC 952 Jupiter Park Lane, Suite 1 Jupiter FL 33458	INSURER A: Aspen Specialty Insurance Company	NAIC # 10717
	INSURER B: Travelers Casualty and Surety Co of Amer	31194
	INSURER C:	21458
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 86460279 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ERACCC925	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded. \$ 1,000		810-8W994744-25-43-G	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EXACCCA25	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> N		UB-9W057283-25-43-G	8/1/2025	8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	General Pollution Liability -Contractors Poll (Ded \$15K) -On/Off Site Pollution (Ded \$15K) Professional (Ded \$15K)		ERACCC925	8/1/2025	8/1/2026	Each Incident \$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Sunrise - Purchasing Dept 10770 West Oakland Park Blvd. Sunrise FL 33351	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael L. Wilson
---	--

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ACORD 25 (2016/03)

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SERVICE POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MENDOZA, ALVARO GONZALEZ

COMMERCIAL ENERGY SPECIALIST LLC
952 JUPITER PARK LANE
SUITE 1
JUPITER FL 33458

LICENSE NUMBER: CPC1456519

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
COMMERCIAL ENERGY SPECIALISTS, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions

5 Address (number, street, and apt. or suite no.). See instructions.
952 JUPITER PARK LANE, SUITE #1

6 City, state, and ZIP code
JUPITER, FLORIDA 33458

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	9	-	2	5	5	0	0	5	7
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **1/22/26**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**SCHEDULE "G"
CITY OF SUNRISE**

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

- _____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirements.
- _____ Specification unclear (explain below).
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E MAIL: _____

**SCHEDULE "H"
CITY OF SUNRISE**

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity

Date: January 27, 2026 Signed: [Signature]

Entity: Commercial Energy Specialists, LLC Name: Mark Robinson

Title: Senior Vice President

STATE OF Florida
COUNTY OF Palm Beach

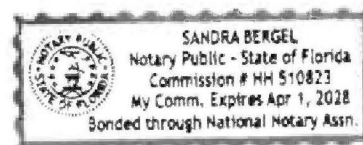
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of January, 2026, by Mark Robinson, as Senior V.P. for Commercial Energy Specialists LLC, who is personally known to me or who has produced Driver License as identification.

Notary Public Signature: Sandra Bergel

State of Florida at Large (Seal)

Print Name: Sandra Bergel

My commission expires: 4/1/28



**SCHEDULE "I"
CITY OF SUNRISE**

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: 1/27/26
Entity: Commercial Energy Specialists, LLC
Signature: [Handwritten Signature]
Print Name: Mark Robinson
Title: Senior Vice President

STATE OF Florida
COUNTY OF Palm Beach

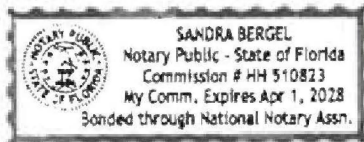
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 27 day of January, 2026, by Mark Robinson, as Senior V.P. of Commercial Energy Specialists.

[Handwritten Signature: Sandra Bergel]

(SEAL)

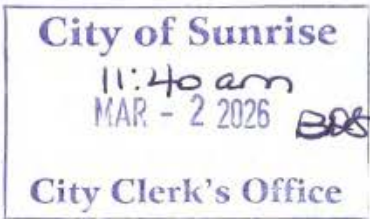
Signature of Notary Public – State of Florida

[Handwritten Name: Sandra Bergel]



Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced Driver License



SUNRISE, FLORIDA
RESOLUTION NO. 26-34

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 26-13-11-HR FOR SWIMMING POOL CHEMICALS TO VARIOUS VENDORS (MULTI-AWARD); AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid No. 26-13-11-HR for swimming pool chemicals to the following vendors for the Item Numbers indicated on the Bid Tabulation attached to and made a part of this Resolution as Exhibit A is hereby approved in an amount not to exceed the FY 2025-2026 approved budgeted funds, with subsequent years' expenditures subject to budget approval:

1. Allied Universal Corp. for Item Numbers 9a and 10a.
2. Brenntag Mid-South, LLC for Item Number 6.
3. Chemrite, Inc. for Item Numbers 11 and 14.
4. Commercial Energy Specialists, LLC for Item Number 15.
5. Florida Pool Fills, Inc. for Item Numbers 9b, 10b, 17, and 19.
6. Hawkins Water Treatment Group, Inc. for Item Numbers 5 and 13.
7. SCP Distributors LLC d/b/a Lincoln Aquatics for Item Numbers 1, 2, 3, 4, 7, 8, 12, 16, and 18.

Section 2. The Procurement Manager or designee is hereby authorized to issue Purchase Orders or take other action necessary in connection with this award.

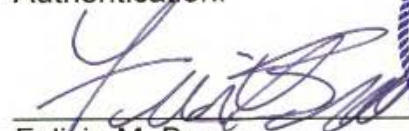
Section 3. The Procurement Manager or designee is hereby authorized to amend, extend or renew the award, in accordance with the terms of the Bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 24TH, DAY of FEBRUARY, 2026.

Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk



MOTION: KERCH
SECOND: SCUOTTO

CLARKE: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency



Thomas P. Moss

BID 26-13-11-HR Swimming Pool Chemicals

ITEM NO.	Est. Qty	DESCRIPTION	Allied Universal Corp.		Brenntag Mid-South, LLC		Chemrite, Inc.		Commercial Energy Specialists, LLC		Florida Pool Fills, Inc.		Hawkins Water Treatment Group, Inc.		ProStar Pool Supplies, Inc.		SCP Distributors LLC d/b/a Lincoln Aquatics	
			UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
1	26	Soda Ash, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2) 50 LB bag	\$0.00	\$0.00	\$33.75	\$877.50	\$0.00	\$0.00	\$40.24	\$1,046.24	\$60.00	\$1,560.00	\$43.87	\$1,140.62	\$54.25	\$1,410.50	\$12.92	\$335.92
2	140	Diatomaceous Earth Pool grade 50 LB bag	\$0.00	\$0.00	\$31.91	\$4,467.40	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$4,480.00	\$34.50	\$4,830.00	\$59.85	\$8,379.00	\$14.04	\$1,965.60
3	1,924	Sodium Bicarbonate Food Grade, NaHCO3 99% 50 LB bag	\$0.00	\$0.00	\$28.56	\$54,949.44	\$0.00	\$0.00	\$48.58	\$93,467.92	\$32.00	\$61,568.00	\$29.84	\$57,412.16	\$34.08	\$65,569.92	\$18.82	\$36,209.68
4	59	Cyanuric Acid 100 LB drum	\$0.00	\$0.00	\$158.10	\$9,327.90	\$0.00	\$0.00	\$0.00	\$0.00	\$190.00	\$11,210.00	\$166.44	\$9,819.96	\$139.00	\$8,201.00	\$131.00	\$7,729.00
5	12	Cyanuric Acid 50 LB drum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$1,500.00	\$52.56	\$630.72	\$85.00	\$1,020.00	\$65.00	\$780.00
6	52	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 55 Gallon drum	\$0.00	\$0.00	\$192.00	\$9,984.00	\$0.00	\$0.00	\$405.93	\$21,108.36	\$0.00	\$0.00	\$253.33	\$13,173.16	\$0.00	\$0.00	\$0.00	\$0.00
7	10,390	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 1 Gallon container	\$0.00	\$0.00	\$5.05	\$52,469.50	\$0.00	\$0.00	\$7.04	\$73,145.60	\$6.59	\$68,470.10	\$6.65	\$69,093.50	\$7.90	\$82,081.00	\$4.85	\$50,391.50
8	1,715	Calcium Chloride, 77% Flake 50 LB bag	\$0.00	\$0.00	\$27.63	\$47,385.45	\$0.00	\$0.00	\$43.90	\$75,288.50	\$39.00	\$66,885.00	\$39.06	\$66,987.90	\$47.85	\$82,062.75	\$18.68	\$32,036.20
9a	52,950	Sodium Hypochlorite-Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at one time	\$1.98	\$104,841.00	\$2.56	\$135,552.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$114,901.50	\$2.40	\$127,080.00	\$0.00	\$0.00	\$0.00	\$0.00
9b	98,290	Sodium Hypochlorite-Batch (Liquid Chlorine) (No minimum quantity)	\$0.00	\$0.00	\$2.56	\$251,622.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$213,289.30	\$2.40	\$235,896.00	\$0.00	\$0.00	\$0.00	\$0.00
10a	120,925	(Liquid Chlorine) 500 gallons minimum quantity delivered at one time	\$1.98	\$239,431.50	\$2.56	\$309,568.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$262,407.25	\$2.40	\$290,220.00	\$0.00	\$0.00	\$0.00	\$0.00
10b	224,575	Sodium Hypochlorite-Continuous (Liquid Chlorine) (No minimum quantity)	\$0.00	\$0.00	\$2.56	\$574,912.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$487,327.75	\$2.40	\$538,980.00	\$0.00	\$0.00	\$0.00	\$0.00
11	65	Chlorine Dry Tablet (3" Tablet) 50 LB pail	\$0.00	\$0.00	\$238.00	\$15,470.00	\$182.50	\$11,862.50	\$0.00	\$0.00	\$299.00	\$19,435.00	\$185.10	\$12,031.50	\$196.30	\$12,759.50	\$189.95	\$12,346.75
12	24	Sodium Trichloride 50 LB bag	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$279.00	\$6,696.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.50	\$4,620.00
13	44	Calcium Hypochlorite 100 LB drums	\$0.00	\$0.00	\$246.00	\$10,824.00	\$235.00	\$10,340.00	\$0.00	\$0.00	\$330.00	\$14,520.00	\$205.00	\$9,020.00	\$410.00	\$18,040.00	\$212.00	\$9,328.00
14	112	Calcium Hypochlorite 25 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$73.75	\$8,260.00	\$206.45	\$23,122.40	\$130.00	\$14,560.00	\$92.40	\$10,348.80	\$0.00	\$0.00	\$91.36	\$10,232.32
15	4,036	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.70	\$721,233.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	120	Potassium Peroxymonosulfate 50 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$288.08	\$34,569.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$16,800.00
17	1,940	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail	\$0.00	\$0.00	\$14.28	\$27,703.20	\$0.00	\$0.00	\$0.00	\$0.00	\$11.99	\$23,260.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	88	Tile Cleaner 1 Quart Container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.96	\$1,404.48	\$20.00	\$1,760.00	\$0.00	\$0.00	\$21.60	\$1,900.80	\$15.13	\$1,331.44
19	50	All Clear Mustard Knock-out, or equal 2 LB Container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$1,000.00	\$0.00	\$0.00	\$35.80	\$1,790.00	\$0.00	\$0.00
Rush Fee for Expedited Delivery within 48 hours of notice:			\$100.00/delivery		Not applicable		Not applicable		\$75.00/delivery		Not applicable		\$125.00/delivery		Not applicable		\$100.00/delivery	
Balance of Line Discount			0%		0%		0%		10-20%		0%		0%		0%		0%	

Note: Allied Universal Corp. withdrew their offer for line items 9b and 10b which contained inadvertent errors.



Legislation Text

File #: 26-7571, Version: 1

ITEM: AUTHORIZATION TO CONTINUE UTILIZING A SOUTHEAST FLORIDA COOPERATIVE CONTRACT WITH MULTIPLE VENDORS FOR THE PURCHASE AND DELIVERY OF SODIUM HYDROXIDE

REQUEST: Authorization to continue utilizing a Southeast Florida Cooperative contract with Brenntag Mid-South Inc. and Univar Solutions USA, Inc., as a basis for pricing for the purchase and delivery of sodium hydroxide in the amount of approximately \$135,000 annually.

EXPLANATION: Sodium Hydroxide (caustic soda) is a liquid chemical used at both the Water Treatment Facility and the Water Reclamation Facility to control odors caused by hydrogen sulfide, which is a naturally occurring compound found in local groundwater and in wastewater. Sodium Hydroxide is also used in the water plant for stabilization of the membrane water and in the membrane cleaning system.

On February 19, 2026, The City of Margate, acting as the lead agency for the Southeast Florida Cooperative, renewed contract #2023-006 with Univar Solutions USA, Inc. and Brenntag Mid-South Inc. for the purchase and delivery of sodium hydroxide. Both Univar Solutions USA, Inc. and Brenntag Mid-South Inc have agreed to renew at their current rates. No price adjustments are requested for this renewal term.

The current renewal contract term expires on April 18, 2027 and the contract provides for one (1) remaining one (1) year renewal option. The Primary and Secondary Awardee for each item is provided below.

Minimum Order Amount	Primary Awardee	Secondary Awardee
Truckload (over 3,500G)	\$2.990 - Brenntag Mid-South	\$3.073 - Univar Solutions USA
Less Than Truckload (less than 3,500G)	\$3.720 - Univar Solutions USA	\$4.980 - Brenntag Mid-South

Staff requests authorization to continue utilizing a Southeast Florida Co-Op contract with Brenntag Mid-South Inc and Univar Solutions USA, Inc. for the purchase and delivery of sodium hydroxide in the amount of approximately \$135,000 annually. The secondary awardee would only be utilized in the event the primary awardee was not available.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the FY26 budget and will be allocated in the FY27 Water Treatment Plant and Water Reclamation Facility operating budgets to cover these expenditures.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize a Southeast Florida Cooperative contract with Brenntag Mid-South Inc. and Univar Solutions USA, Inc, as a basis for pricing for the purchase and delivery of sodium hydroxide in the amount of approximately \$135,000 annually.



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. Bid 2023-006

Description/Title: Furnish and Deliver Sodium Hydroxide 50% by Weight

Initial Contract Term: Start Date: 04/19/2023 End Date: 04/18/2026

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 1 year (Period of Time)

Table with 3 columns: Renewal No., Start Date, End Date. Rows 1-3 show renewal dates from 04/19/24 to 04/18/27.

SECTION #1 VENDOR AWARD

Vendor Name: Brenntag Mid-South Inc.
Vendor Address: 250 Central Florida Parkway, Orlando, FL 32824
Contact: Ray Sibbitt
Phone: (270) 860-3145 Fax:
Cell/Pager: Email Address: RSibbitt@brenntag.com
Website: www.brenntag.com FEIN: 61-0504545

VENDOR AWARD

Vendor Name: Univar Solutions USA, Inc.
Vendor Address: 8201 South 212th Street, Kent, WA 98032
Contact: Stacy Ziegler
Phone: (813) 677-8416 Fax: (813) 672-4676
Cell/Pager: Email Address: custolsatlantic@univarsolutions.com
Website: www.univarsolutions.com FEIN: 91-1347935

VENDOR AWARD

Vendor Name: _____
 Vendor Address: _____
 Contact: _____
 Phone: _____ Fax: _____
 Cell/Pager: _____ Email Address: _____
 Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
 Vendor Address: _____
 Contact: _____
 Phone: _____ Fax: _____
 Cell/Pager: _____ Email Address: _____
 Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 04/19/2023 Resolution/Agenda Item No.: 23-033
 Insurance Required: Yes No _____
 Performance Bond Required: Yes _____ No

SECTION #3

LEAD AGENCY

Agency Name: City of Margate
 Agency Address: 5790 Margate Blvd
 Agency Contact: Wylene Sprouse Email wsprouse@margtefl.com
 Telephone: (954) 935-5340 Fax: (954) 935-5258

Mayor
Antonio V. Arserio

Vice Mayor
Anthony N. Caggiano

Commissioners
Tommy Ruzzano
Arlene R. Schwartz
Joanne Simone



City Manager
Cale Curtis

City Attorney
Weiss Serota Helfman
Cole & Bierman

City Clerk
Jennifer M. Johnson

City of Margate, Florida

February 19, 2026

Mr. Ray Sibbitt
Director of Mini Bulk/Municipal Development
Brenntag Mid-South Inc.
250 Central Florida Parkway
Orlando, FL 32824

SUBJECT: Furnish and Deliver Sodium Hydroxide 50% by Weight
BID No. 2023-006, Contract Renewal Option #3

Dear Mr. Sibbitt:

The contract term for Bid No. 2023-006 expires on April 18, 2026. The City of Margate is offering a one (1) year renewal option effective April 19, 2026 through April 18, 2027. All terms, conditions, and specifications of the contract shall remain as awarded in the Bid documents. After this contract renewal, there will be one (1) additional one (1) year renewal option available.

Please sign below to confirm your agreement to renew the contract for an additional one (1) year term, and email a copy to the Purchasing Division, at Purchase@margatefl.com. The signed original of the letter must be mailed or delivered to the Purchasing Division at the address listed below.

I can be reached at (954) 935-5346 should you have any questions or concerns.

Sincerely,

Cale Curtis

Cale Curtis
City Manager

I hereby agree to a one (1) year extension of the subject Bid at the same terms and conditions.

Ray Sibbitt
Signature

Ray Sibbitt
Printed Name

Director - Municipal Development
Title

Brenntag Mid-South, LLC
Company Name

3/4/2026
Date

cc: Bid #2023-006






Renewal Letter Option #3 Brenntag

Final Audit Report

2026-02-20

Created:	2026-02-19
By:	Nancy Popick (npopick@margatefl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZiKb4y3wm3FljPai5Q2RwSO8-Mz0b4W0

"Renewal Letter Option #3 Brenntag" History

-  Document created by Nancy Popick (npopick@margatefl.com)
2026-02-19 - 7:17:06 PM GMT
-  Document emailed to Cale Curtis (ccurtis@margatefl.com) for signature
2026-02-19 - 7:17:10 PM GMT
-  Email viewed by Cale Curtis (ccurtis@margatefl.com)
2026-02-20 - 9:55:44 AM GMT
-  Document e-signed by Cale Curtis (ccurtis@margatefl.com)
Signature Date: 2026-02-20 - 2:22:12 PM GMT - Time Source: server
-  Agreement completed.
2026-02-20 - 2:22:12 PM GMT

Mayor
Antonio V. Arserio

Vice Mayor
Anthony N. Caggiano

Commissioners
Tommy Ruzzano
Arlene R. Schwartz
Joanne Simone



City Manager
Cale Curtis

City Attorney
Weiss Serota Helfman
Cole & Bierman

City Clerk
Jennifer M. Johnson

City of Margate, Florida

February 19, 2026

Ms. Stacy Ziegler
Municipal Bid Specialist
Univar Solutions USA LLC
8201 South 212th Street
Kent, WA 98032

SUBJECT: Furnish and Deliver Sodium Hydroxide 50% by Weight
BID No. 2023-006, Contract Renewal Option #3

Dear Ms. Ziegler:

The contract term for Bid No. 2023-006 expires on April 18, 2026. The City of Margate is offering a one (1) year renewal option effective April 19, 2026 through April 18, 2027. All terms, conditions, and specifications of the contract shall remain as awarded in the Bid documents. After this contract renewal, there will be one (1) additional one (1) year renewal option available.

Please sign below to confirm your agreement to renew the contract for an additional one (1) year term, and email a copy to the Purchasing Division, at Purchase@margatefl.com. The signed original of the letter must be mailed or delivered to the Purchasing Division at the address listed below.

I can be reached at (954) 935-5346 should you have any questions or concerns.

Sincerely,

Cale Curtis

Cale Curtis
City Manager

I hereby agree to a one (1) year extension of the subject Bid at the same terms and conditions.

[Signature]
Signature

Stacy Ziegler
Printed Name

Municipal Specialist
Title

Univar Solutions USA, LLC
Company Name

3/12/2026
Date

cc: Bid #2023-006

Brenntag Mid-South

Univar Solutions

Minimum Order Amount

400 gal

3,000 gal

Total Cost Per Gallon of Sodium Hydroxide Delivered - Truckload (over 3500 Gallons)

Price Per Gallon
\$ 2.99

Price Per Gallon
3.0730

Total Cost Per Gallon of Sodium Hydroxide Delivered - Less Than Truckload (less than 3500 Gallons)

\$ 4.98

3.7200

Primary
Secondary



Legislation Text

File #: 26-7656, Version: 1

ITEM: AUTHORIZATION TO: 1) AWARD TASK ORDER TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES FOR PHASE VI OF THE WELLFIELD REHABILITATION PROJECT; AND 2) AWARD A TASK ORDER FOR THE LABOR, EQUIPMENT, AND MATERIALS FOR PHASE VI OF THE WELLFIELD REHABILITATION PROJECT

REQUEST: Authorization to: 1) Award a task order to JLA Geosciences, Inc. to provide hydrogeologic consulting services for Phase VI of the Wellfield Rehabilitation project in the amount of \$96,816; and 2) Award a task order to Florida Design Drilling, Inc., for the rehabilitation of Wells 21, R-3R and R-9, in the amount of \$550,000.

EXPLANATION: The Utility Department owns, operates and maintains eighteen (18) surficial aquifer wells that provide raw water to the lime and reverse osmosis plants. To optimize performance and extend their life cycles, regular maintenance and rehabilitation of various well was made by the Utility’s Hydrogeologic Consultant, JLA Geosciences, Inc. Phase VI of the Wellfield Rehabilitation project includes Wells 21, R-3R and R-9.

Staff is seeking authorization to:

1) Award a task order to JLA Geosciences, Inc., utilizing previously Council approved engineering services contract (RFQ #202304), to provide hydrogeologic consulting services for Phase VI of the Wellfield Rehabilitation project in the amount of \$96,816.

2) Award a task order to Florida Design Drilling, LLC, utilizing a previous Council approved on-call wellfield rehabilitation maintenance contract (ITB #202523), in the amount of \$550,000 for the labor, equipment, and materials of the Phase VI of the Wellfield Rehabilitation project. The approval amount includes an Owner-controlled contingency of \$40,700.00

Staff recommends: 1) Awarding a task order to JLA Geosciences, Inc. to provide hydrogeologic consulting services for Phase VI of the Wellfield Rehabilitation project in the amount of \$96,816; and 2) Awarding a task order to Florida Design Drilling, Inc., for the rehabilitation of Wells 21, R-3R and R-9, in the amount of \$550,000.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project are allotted in the Wellfield Rehabilitation Program.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to: 1) Award a task order to JLA Geosciences, Inc. to provide hydrogeologic consulting services for Phase VI of the Wellfield Rehabilitation project in the amount of \$96,816; and 2) Award a task order to Florida Design Drilling, Inc., for the rehabilitation of Wells 21, R-3R and R-9, in the amount of \$550,000.



March 2, 2026

To: **Anjuli Panse P.E.**
Utility Director | Village of Wellington
1100 Wellington Trace | Wellington FL 33414
561.791.4145 | apanse@wellingtonfl.gov

From: Florida Design Drilling LLC

Project: (ITB) #202523 – Wellfield Rehabilitation and Well Construction Project

Subject: Proposal for Wells 21, R-3R, and R-9 Rehabilitation

We are pleased to offer this estimate to furnish all labor, equipment, and materials to perform well rehabilitation services per the contract plans and specifications related to (ITB) #202523 – Wellfield Rehabilitation and Well Construction Project for Wells 21, R-3R, and R-9. The schedule of values for the proposed work will be sent in a separate attachment.

Proposed Price: \$550,000.00

Sincerely,

Miguel Lequerica

Miguel Lequerica
Project Manager
Florida Design Drilling LLC
954.234.0939 / miguel@fldrilling.com

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414

PROJECT: Wellfield Rehabilitation,
Maintenance and New
Construction Phase VI

FROM CONTRACTOR:
Florida Design Drilling LLC
7733 Hooper Road
West Palm Beach, FL 33411

VIA ENGINEER: JLA Geosciences, Inc.
1907 Commerce Lane
Suite 104
Jupiter, FL 33458

AIA DOCUMENT G702

APPLICATION NO: [REDACTED]

PERIOD FROM: [REDACTED]

PERIOD TO: [REDACTED]

CONTRACT NO.:

PURCHASE ORDER NO.: (ITB) #202523

PAGE ONE OF TWO PAGES

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	550,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	550,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	0.00
b. 10% of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	550,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Miguel Lequerica - Project Manager Date: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

Well 21, R-3R and R-9 Totals

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ENGINEER'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	Qty	Unit	Unit Price	Value	Units Installed Prior Period	Previous Work Completed	Units Installed This Period	Work Completed This Period	Materials Stored Not In C or D	Units Comp. & Stored To Date	Completed & Stored To Date
PART A - COMMON ITEMS												
1	Bonds and Insurance	1.00	Lump Sum	\$ 50,000.00	\$50,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
2	Indemnification	0.00	Lump Sum	\$ 100.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
3	General Conditions	0.25	Lump Sum	\$ 160,000.00	\$40,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
4	Major Mobilization/Demobilization	3.00	Each	\$ 7,000.00	\$21,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
5	Minor Mobilization/Demobilization	0.00	Each	\$ 2,250.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
6	Remove Pump/Motor and Discharge Apparatus	3.00	Each	\$ 3,000.00	\$9,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
7	Install Pump/Motor and Discharge Apparatus	3.00	Each	\$ 3,000.00	\$9,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
8	Pump/Motor Retrieval	0.00	Each	\$ 5,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
9	Well Acidization Setup	3.00	Each	\$ 20,000.00	\$60,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
10	Well Acidization Treatment with 32% HCL	1,650.00	Gallon	\$ 8.00	\$13,200.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
11	Well Acidization Treatment with Glacial Acetic Acid	0.00	Gallon	\$ 200.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
12	Brushing and Swabbing of Well Screen/Riser/Casing	1.00	Each	\$ 2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
13	Fill and Compaction of Site Voids	0.00	Each	\$ 5,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
14	6-inch Diameter Profile Well Drilling, Sampling, Abandonment	0.00	Each	\$ 20,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
15	Furnish, install and grout in place 30-inch diameter steel surface casing to 30 feet	0.00	Linear Ft.	\$ 500.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
16	Drill nominal 28-inch diameter borehole using mud rotary method	0.00	Linear Ft.	\$ 350.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
17	Drill nominal 22-inch diameter borehole using reverse air method	0.00	Linear Ft.	\$ 300.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
18	Remove Existing Well Screen and Riser Casing	0.00	Each	\$ 40,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
19	Clean Out Open Borehole to Total Depth	0.00	Each	\$ 7,500.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
20	Remove surface casing, outer casing, inner casing using overdrill method, backfill borehole	0.00	Each	\$ 40,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
21	Furnish and Install 24-inch schedule 40 PVC well casing	0.00	Linear Ft.	\$ 400.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
22	Cement Grout 24-inch schedule 40 PVC well casing in place	0.00	94 lb. sack	\$ 50.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
23	Furnish and Install 16-inch diameter stainless steel well screen	0.00	Linear Ft.	\$ 350.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
24	Furnish and Install 16-inch diameter SDR17 PVC riser casing	0.00	Linear Ft.	\$ 175.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
25	Furnish and Install 12-inch diameter stainless steel well screen	0.00	Linear Ft.	\$ 275.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
26	Furnish and Install 12-inch diameter SDR17 PVC riser casing	0.00	Linear Ft.	\$ 200.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
27	Furnish and Install well gravel pack	180.00	Cubic Ft.	\$ 30.00	\$5,400.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
28	Squeeze Grout	0.00	Each	\$ 20,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
29	Airlift Development	150.00	Hours	\$ 300.00	\$45,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
30	Jetting with Simultaneous Airlift Development	300.00	Hours	\$ 300.00	\$90,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
31	Pump Development	300.00	Hours	\$ 300.00	\$90,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
32	Step-Rate Testing	24.00	Hours	\$ 300.00	\$7,200.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
33	Well Disinfection	3.00	Each	\$ 1,500.00	\$4,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
34	High Volume Chlorination	0.00	Each	\$ 8,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
35	Bacteriological Sampling and Clearance	10.00	Each	\$ 400.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
36	Water Quality Sampling	3.00	Each	\$ 6,000.00	\$18,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
37	PFAS Sampling	0.00	Each	\$ 2,800.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
38	Video Logging (static and dynamic)	6.00	Each	\$ 1,500.00	\$9,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
39	Geophysical Logging (Static and dynamic flow, Caliper, Gamma Ray, Dual Induction)	0.00	Each	\$ 5,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
40	Geophysical Logging (Caliper only)	0.00	Each	\$ 1,500.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
41	Formation Water Disposal System	3.00	Each	\$ 7,000.00	\$21,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
42	Well Abandonment	0.00	Each	\$ 10,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
43	Major Site Restoration	3.00	Each	\$ 2,500.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
44	Minor Site Restoration	0.00	Each	\$ 500.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
45	Extra Work by Drilling Crew with Drilling Equipment	0.00	Hours	\$ 500.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
46	Extra Work by Drilling Crew with Other Equipment	0.00	Hours	\$ 350.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
47	Extra Work by Drilling Crew without Drilling Equipment	0.00	Hours	\$ 250.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
48	Standby Time, Rig and Crew onsite	0.00	Hours	\$ 100.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
49	Standby Time, Rig and Crew offsite	0.00	Hours	\$ 5.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
50	Machine Shop Welding	0.00	Hours	\$ 125.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
51	Onsite Welding	0.00	Hours	\$ 150.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
52	Furnish & Install 1" PVC Stilling Well - 60' to 80'	3.00	Each	\$ 500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
53	Furnish & Install NEW ITEM SS Safety Cables - 60' to 80'	3.00	Each	\$ 500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
54	Pump Maintenance	0.00	Hours	\$ 100.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
55	Motor Maintenance	0.00	Hours	\$ 100.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
56	Unidentified Parts Allowance	0.00	L.S.	\$ 15,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
57	Maintenance of Traffic	0.00	Each	\$ 2,500.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
	Part A - Total				\$509,300.00		\$0.00		\$0.00	\$ -		\$0.00
PART B - ADDITIONAL ITEMS												
B1	OWNER Controlled Contingency	1	LS	\$40,700.00	\$40,700.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00
	Part B - Total				\$40,700.00		\$0.00		\$0.00	\$ -		\$0.00
GRAND TOTALS					\$550,000.00		\$0.00		\$0.00			\$0.00

March 4, 2026

via Electronic Mail

Anjuli Panse, P.E.
Utility Director, Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

RE: Proposal for Phase VI Wellfield Rehabilitation – Hydrogeologic Consulting Services

Dear Anjuli:

JLA Geosciences, Inc. (JLA) is pleased to have the opportunity to provide our services to the Village of Wellington (Village) for Phase VI of the surficial aquifer wellfield rehabilitation program. Since 2017, JLA has provided hydrogeologic consulting services, including well construction oversight during the rehabilitation of twelve wells under the Village's Well Rehabilitation Contracts. Phase VI of the Village's rehabilitation scope will be performed under the existing contract, ITB 202523 Wellfield Rehabilitation and Well Construction.

The proposed Phase VI scope of work includes rehabilitation of Wells 21, R-3R, and R-9. All three wells have experienced significant declines in performance.

- **Well 21:** Based on Village data, Well 21 well performance in October 2024 was 30.2 gpm/ft at 496 gpm. In November 2024, specific capacity dropped to 18 gpm/ft at 479 gpm. Based on the April 2025 wellfield testing (WFT), specific capacity was 14.8 gpm/ft at 604 gpm (a decline of approximately 70%-80% since 2024 WFT).
- **Well R-3R:** In 2023, the Village authorized an investigation of well R-3R due to higher SDIs during 2023 WFT. Based on the results of the investigation, JLA recommended rehabilitation of the well. However, at the time, there was not sufficient budget to perform the rehabilitation work. In 2024, well performance declined by approximately 60%. This downward trend in well performance continued in 2025 with a further decline of >50% from 2024 WFT to 2025 WFT (21.4 gpm/ft at 600 gpm).
- **Well R-9:** In 2024, JLA noted a decline in well performance post April 2023 rehabilitation to April 2024 WFT of approximately 21%. Based on 2025 WFT, this decline in performance continued at approximately 50% from 2024 WFT to 2025 WFT (11.9 gpm/ft at 509 gpm). This rapid decline supported prior discussions regarding the short-term effectiveness of these in-situ rehabilitations and the need for well replacement. However, as discussed in

Proposal for Village of Wellington

March 4, 2026

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the 2025 report, if replacement was not anticipated, JLA recommended additional in-situ rehabilitation to maintain performance until replacement can occur.

The Phase VI scope of work was developed based on recommendations from the above-outlined 2025 WFT and includes acidization and development. Similar to previous efforts, JLA’s proposed scope of work will include coordination of rehabilitation work; development of rehabilitation plans; field supervision, water quality and well performance testing during rehabilitation work; and documentation of rehabilitation results.

The following tasks identify our proposed scope of work with the associated costs for your consideration.

TASK 1.0	Project Management, Coordination, and Design of Individual Well Rehabilitation Plans – JLA will assist in the design of a rehabilitation program for the surficial aquifer production wells. This task will include coordination with the Village’s selected well rehabilitation contractor, coordination with the Village of Wellington and Wellington Water Treatment Plant staff, a pre-rehabilitation walkthrough meeting, weekly project updates, review of Contractor submittals, and review and approval of Contractor pay applications.	
	Professional and support services (lump sum)	\$4,524.00
TASK 2.0	Surficial Aquifer Well Rehabilitation Services – Well rehabilitation oversight to include the following: removal of existing wellhead and pump, pre-rehabilitation video logging and specific capacity testing, acidization plan review and field oversight, field oversight for brushing and swabbing of the well screen and riser, development testing and specific capacity testing, final video logging and specific capacity testing. Daily site logs (Utility inspection Forms) will be prepared for any occurrence where JLA is onsite.	
	Professional and support services (lump sum)	\$79,842.00
TASK 3.0	Technical Memorandum – JLA shall provide a brief technical memorandum for each well documenting the rehabilitation program and summarizing the rehabilitation results. JLA will also update the overall rehabilitation technical memorandum which summarizes all rehabilitation work completed to date.	
	Professional and support services (lump sum)	\$12,450.00
	TOTAL COST ESTIMATE (3 WELLS)	\$96,816.00

Proposal for Village of Wellington
 March 4, 2026
 Page 3 of 3

DELIVERABLES

Task	Deliverable (format)
3.0	Technical Memorandum (pdf) Overall Development Technical Memorandum Update (excel)

SCHEDULE


Task	Schedule	Task Completion (Days)
1.0	Project Management & Design	Assumes 354^ days
2.0	Well Rehabilitation Services	Assumes 354^ days
3.0	Technical Memorandum	14 from completion of Task 2.0

^Actual TBD Per Contractor Schedule

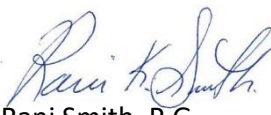
This proposal was prepared based on the information provided to date and our understanding of the project. If you feel that we have omitted anything or have not clearly defined the anticipated scope of work, we will gladly review additional information and modify the scope and associated costs accordingly.

We appreciate the opportunity to continue working with you on this important project. If you have any questions, please don't hesitate to call me.

Sincerely,
JLA Geosciences, Inc.



James L. Andersen, P.G.
 Principal Hydrogeologist/President



Rani Smith, P.G.
 Principal Hydrogeologist

jla/rks

Encls.: JLA Hydrogeo Svs Est_ WF Rehab Phase VI 03042026

Hydrogeologic Consulting Services for the Village of Wellington - Wellfield Rehabilitation Phase VI
 CLIENT: Village of Wellington
 ESTIMATOR: Rani Smith, P.G., JLA Geosciences

SHEET 1 OF 1
 FILE NO.
 DATE: 03/04/2026

DESCRIPTION:	MAN HOURS/EXPENSES												TASK TOTAL
	Project Manager - President, Principal Modeling	Principal Hydro/ Corporate Officer	Senior Hydro III	Senior Hydro II	Senior Hydro I	Hydro III	Hydro II	Hydro I	Hydro Tech	Project Admin	Mileage (\$0.70/mi)	Equipment ODC	
Coordinate with VOW and selected contractor for the following: PHASE VI Rehabilitation - aid in development of a rehabilitation plan for rehabilitation of 3 wells; attend weekly progress meetings and provide look ahead; review contractor submittals; review and approve contractor pay applications; provide contractor coordination for removal of existing wellhead and pump, pre-rehabilitation video logging and specific capacity testing, acidization plan review and field oversight, field oversight for brushing and swabbing of the well screen and riser, development testing and specific capacity testing, final video logging and specific capacity testing; summarize results in brief technical memorandum; update overall rehabilitation summary.													
No. TASK													
1.0 Project Management, Coordination and Design of Individual Rehabilitation Plan													
Coordinate with WTP staff and Contractor to design of a rehabilitation program for the surficial aquifer production well. This task will include coordination with the Village's selected well rehabilitation contractor, coordination with the Village of Wellington and Wellington Water Treatment Plant staff, a pre-rehabilitation walkthrough meeting, weekly project updates, review of Contractor submittals, and review and approval of Contractor pay applications.		12					12						
<i>Subtotal Task 1.0</i>													\$4,524
2.0 Well Rehabilitation Oversight													
Removal of existing wellhead and pump, pre-rehabilitation video logging and specific capacity testing, acidization plan review and field oversight, field oversight for brushing and swabbing of the well screen and riser, development testing and specific capacity testing, final video logging and specific capacity testing; daily site logs.	9	72					435						
<i>Subtotal Task 2.0</i>													\$79,842
3.0 Technical Memorandum													
Technical memorandum summarizing rehabilitation procedures and results.	6	18					48						
<i>Subtotal Task 3.0</i>													\$12,450
TOTAL HOURS	15	102					495						
LABOR (\$/HOUR)	\$ 249.00	\$ 238.00	\$ 214.00	\$ 197.00	\$ 162.00	\$ 151.00	\$ 139.00	\$ 128.00	\$ 92.00	\$ 92.00			
TOTALS	\$ 3,735.00	\$ 24,276.00	\$ -	\$ -	\$ -	\$ -	\$68,805.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$96,816.00
TOTAL (3 WELLS)	\$ 3,735.00	\$ 24,276.00	\$ -	\$ -	\$ -	\$ -	\$68,805.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$96,816.00



Legislation Text

File #: 26-7522, Version: 1

ITEM: AUTHORIZATION TO UTILIZE A SOUTHEAST FLORIDA COOPERATIVE CONTRACT FOR THE PURCHASE AND DELIVERY OF CHEMICAL SCALE INHIBITOR (ANTI-SCALANT)

REQUEST: Authorization to utilize a Southeast Florida Cooperative Purchasing Contract with Amaya Solutions, Inc. d/b/a American Water Chemicals for the purchase and delivery of Chemical Scale Inhibitor (Anti-scalant for approximately \$100,000 annually.

EXPLANATION: The Utilities Department utilizes anti-scalant in the membrane treatment process to prevent the scaling of membrane elements. Anti-scalant products are developed and tested to enhance membrane operational efficiency, optimize membrane life expectancy, and reduce overall treatment costs. Consistent and reliable anti-scalant supply is essential to maintaining regulatory compliance and ensuring uninterrupted membrane treatment operations.

Wellington uses Chemical Scale Inhibitor (Anti-scalant) at its Water Treatment Plant for nanofiltration (NF) and reverse osmosis (RO) membrane treatment processes. AWC A-102 Plus is a proprietary product of American Water Chemicals, and its specific use is required for the current membrane treatment system to operate within the parameters necessary to meet NSF/ANSI Standard 60 certification requirements. Because other South Florida municipalities operate similar membrane treatment systems, the Southeast Florida Co-Op released a bid administered by the City of Deerfield Beach, which included a line item for AWC A-102 Plus or City-approved equal.

The City of Deerfield Beach, serving as the Lead Agency for the Southeast Florida Governmental Purchasing Co-Op, issued Invitation to Bid (ITB) #26-005 for the purchase and delivery of Chemical Scale Inhibitor. The solicitation was advertised on December 16, 2025, and distributed to 179 prospective offerors via the e-Procurement Marketplace. Ten (10) vendors viewed the ITB documents. On January 29, 2026, the Procurement and Contract Administration Division opened the one (1) bid received from Amaya Solutions, Inc. d/b/a American Water Chemicals. The bid was reviewed for responsiveness and responsibility and was found to meet all ITB requirements.

The initial contract term is three (3) years, beginning March 31, 2026, and expiring March 30, 2029, with two (2) additional one-year renewal periods. Amaya Solutions, Inc. d/b/a American Water Chemicals, a Hillsborough County vendor located in Plant City, Florida, was awarded the contract for Chemical Scale Inhibitor (Antiscalant).

Under the Deerfield Beach contract, Wellington's cost for Chemical Scale Inhibitor will remain firm at \$1.33 per pound throughout the initial contract period. Anticipated annual expenditures are estimated at \$100,000 annually.. The new contract pricing is slightly higher than the previous contract pricing of \$1.252 per pound. The annual financial impact of the price increase is approximately \$5,000 based on last year's usage.

Staff requests authorization to utilize the Southeast Florida Cooperative contract with Amaya Solutions, Inc. d/b/a American Water Chemicals for the purchase and delivery of Chemical Scale Inhibitor for approximately \$ 100,000 annually.

BUDGET AMENDMENT REQUIRED: NO

File #: 26-7522, Version: 1

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the Water Treatment Plant operating budget under GL 40170100-552076 to cover expenditures.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize a Southeast Florida Cooperative Purchasing Contract with Amaya Solutions, Inc. d/b/a American Water Chemicals for the purchase and delivery of Chemical Scale Inhibitor (Anti-scalant), for approximately \$100,000 annually.



Memorandum

TO: Yaroslav Concepcion, Environmental Services Director

FROM: Eddyson Etienne, Senior Buyer

THRU: Oleg Gorokhovsky, Chief Financial Officer

DATE: February 6, 2026

SUBJECT: Chemical Scale Inhibitor, ITB #26-005

The Procurement and Contract Administration Division issued an Invitation to Bid for Chemical Scale Inhibitor, (ITB) Invitation to Bid #26-005. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On December 16, 2025, the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to One Hundred and Seventy-Nine (179) prospective Offerors via the e- Procurement Marketplace.
- Ten (10) vendors viewed the ITB documents.
- On January 29, 2026 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed one (1) response, Amaya Solutions, Inc. dba American Water Chemicals. The response was reviewed by the Procurement and Contract Administration Division to ensure the response met the ITB requirements.
- The City of Deerfield Beach staff has reviewed the responsive and responsible bid received and recommends award to the vendor providing the lowest, responsive and responsible pricing of the required product and services.
- The Procurement and Contract Administration Division discussed the response with the Department of Environmental Services staff, which concurred Amaya Solutions, Inc. dba American Water Chemicals met all the requirements of the ITB.
- Because only one bid was received, Procurement evaluated price reasonableness and determined the pricing to be fair and reasonable.
- Reference checks were conducted on Amaya Solutions, Inc. dba American Water Chemicals which revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing eetienne@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at 954- 480-4381 with any questions.

In summary, Amaya Solutions, Inc. dba American Water Chemicals is deemed to be the lowest responsive and responsible bidder and meet the ITB requirements. Therefore, it is recommended that the City award ITB 26-005 – Chemical Scale Inhibitor to Amaya Solutions, Inc. dba American Water Chemicals, in the best interest of the City.

Please use this memorandum and all attachments as your backup for the next available City Commission meeting.

Att. Bid Tabulation, Scope of Work,

Event Number	ITB 26 -005 Addendum 2	Organization	City of Deerfield Beach
Event Title	Chemical Scale Inhibitor	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach, serving as the l	Event Owner	Eddyson Etienne
Event Type	ITB (Commodity)	Email	eetienne@deerfield-beach.com
Issue Date	12/16/2025 10:12:17 AM (ET)	Phone	954 (250) 4039
Close Date	1/29/2026 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
American Water Chemicals, Inc.	Plant City	FL	1/28/2026 02:44:59 PM (ET)	1	\$1.33

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

**SECTION VI
SPECIFICATION AND REQUIREMENTS
CHEMICAL SCALE INHIBITOR**

A. General Information

City of Deerfield Beach (“City”), serving as Lead Agency for the Southeast Florida Governmental Purchasing Co-Op, is seeking a Vendor to furnish all labor, parts, material, equipment, services and incidentals necessary for the purchase and delivery of Nanofiltration and Reverse Osmosis Antiscalant suitable for potable water membrane treatment processes.

The resulting Contract shall be made available to all current and future Southeast Florida Governmental Purchasing Co-Op member agencies at any time during the initial term and any exercised renewal periods. Any Co-Op member agency may elect to participate in this Contract at its discretion, provided that all pricing, terms, conditions, and requirements, shall apply uniformly to all participating agencies, regardless of when participation begins.

B. Contract Term

The initial Contract term shall be three (3) years from effective date. The City reserves the right to renew the Contract for two (2) additional one-year periods, contingent upon continued operational need, satisfactory Vendor performance, and availability of funding. All renewals will be exercised by the City on behalf of participating Co-Op members.

C. Approved Equals

The specified product for this solicitation is AWC A-102 Plus. Potential Vendors proposing an alternate product must submit a formal Approved Equal request prior to the deadline stated in the ITB. Submittals must include the following:

- Technical Data Sheet (TDS)
- NSF/ANSI Standard 60 certification
- NF/RO membrane compatibility documentation
- Safety Data Sheet (SDS)
- Chemical formulation or physical property data
- Independent performance data (if available)

Determinations will be issued via written Addendum and apply across all Co-Op jurisdictions. The City shall serve as the sole authority in determining equivalency and suitability. Late requests will not be considered.

D. Authorized Dealer Requirement

Vendors must be authorized distributors or resellers for the product offered. Upon City request, Vendors shall submit proof of authorized status within three (3) business days. Failure to provide documentations may result in rejection of Bid.

E. Product Requirements

The Antiscalant supplied shall be AWC A-102 Plus or a City-approved equal designed for scale inhibition in NF and RO membrane systems. The product must be NSF/ANSI Standard 60 certified and compatible with membrane materials operated by participating Co-Op agencies

Each delivery shall include a **Certificate of Analysis (COA)** containing:

- Batch/Lot Number,
- Date of Manufacture,
- Specific Gravity,
- pH,
- Active ingredient concentration,
- NSF-60 verification.

Product must have a minimum remaining shelf life of twelve (12) months and be free from contamination or defects. The City and Co-Op agencies reserve the right to perform independent laboratory testing. Non-conforming product must be removed and replaced within forty-eight (48) hours at the Vendor's expense.

F. Pricing

Pricing shall be Firm-Fixed Price (FFP), quoted F.O.B Destinations, and inclusive of product, freight, fuel, transportation, offloading equipment, and any associated charges. Pricing must apply uniformly to all Co-Op members utilizing this Contract. Any price increases during renewal periods shall not exceed the lesser of 3% or the annual CPI-U. Any proposed adjustment must be submitted with at least thirty (30) days written notice and include manufacturer documentation.

G. Ordering, Quantities, Delivery, and Inspection

No warranty or guarantee is expressed or implied regarding the total amount to be purchased under the resulting Contract. The City reserves the right to increase or decrease quantities as needed. Any estimated annual usage or expenditure is provided solely for comparison purposes. No minimum order requirements are permitted. The initial term minimum quantity for each bid item is considered to be zero (0).

The Vendor shall be able to provide quantities of items above or below the estimated in the forecast amounts with no impact to pricing or delivery. Vendor shall deliver product

within ten (10) calendar days after issuance of a Purchase Order and must provide at least twenty-four (24) hours advance delivery notice.

City's Delivery Address:

City of Deerfield Beach Water Treatment Plant

290 Goolsby Blvd. Deerfield Beach, FL 33442

Deliveries shall occur Monday through Friday, 7:00 AM to 5:00 PM, excluding City-observed holidays. Vendor is responsible for providing all hoses, pumps, fittings, and any required offloading equipment. Delivery personnel shall be trained in chemical handling and fully compliant with OSHA, DOT, EPA, and all applicable HazMat regulations.

Vendor is responsible spill prevention, containment, cleanup, and disposal at Vendor expense.

All delivered product shall be subject to inspection upon arrival. The City may reject any product showing contamination, precipitation, labeling discrepancies, or deviation from COA parameters. Rejected product must be removed and replaced within forty-eight (48) hours at Vendor cost.

H. Additions/Deletions of Items

The City reserves the right to add items to this Contract. Additions may result from, but are not limited to, additional needs and product replacements. Added items must meet Bid specifications. If the price offered is not acceptable to the City, the City reserves the right to procure the items from other sources.

No guarantee is expressed or implied regarding total quantities purchased.

I. Damage/Irregular Items

Products supplied by Vendor shall be new, with no irregulars, seconds or damaged merchandise accepted. Incorrect delivered products shall be replaced with the correct products by the Vendor at the Vendor's expense within five (5) business days from the notification date.

J. Invoicing Payment

Vendor shall not be paid for work completed that was not requested by the City.

Payment will only be made after items have been received, accepted and properly invoiced.

All invoices shall be legible and must include the following:

- a. City of Deerfield Beach Purchase Order Number
- b. Vendor Contract/Sales Manager Name
- c. Date of Service
- d. Ship Date
- e. Contract Line-Item Number

- f. Product Title
- g. Product Detail Description
- h. Quantity
- i. Unit Price and Extended Price

K. Chemical Warranty

The Vendor warrants that all product supplied under this contract:

- Conforms to all specifications listed herein,
- Is NSF/ANSI Standard 60 certified,
- Is free from contamination and foreign matter,
- Is suitable for potable water NF/RO treatment applications.

Any non-conforming product shall be replaced immediately at the Vendor's expense. The Vendor shall be responsible for any verified costs incurred by the City as a direct result of non-conforming material, including laboratory testing and disposal costs.

[END OF DOCUMENT]



Legislation Text

File #: 26-7573, Version: 1

ITEM: AUTHORIZATION TO RENEW EXISTING CONTRACTS FOR PURCHASE, DELIVERY AND INSTALLATION OF MULCH, PINE STRAW, AND GROUND PREPARATION, VILLAGE-WIDE

REQUEST: Authorization to renew existing contracts with Amerigrow Recycling-Delray, Limited Partnership and East Coast Mulch Corp. for the purchase, delivery and installation of mulch, pine straw and ground preparation, Village-wide, for approximately \$177,500.

EXPLANATION: The Public Works Department utilizes various mulch materials to maintain facilities and medians throughout the Village.

On May 10, 2022, Council awarded ITB #202208 Annual Contract for Mulch, Pine Straw and Ground Preparation, to Amerigrow Recycling-Delray Limited Partnership and East Coast Mulch Corporation to provide those materials to be used Village-wide. The initial term of the contract was May 10, 2022 through May 9, 2023 with the option to renew for four (4) additional one (1) year periods.

Amerigrow Recycling-Delray and East Coast Mulch Corporation have agreed to renew at their current rates. No price adjustments are requested for this renewal term.

Staff requests authorization to exercise the fourth and final renewal option with both vendors through May 9, 2027 and continue to utilize the lowest priced vendor on a project-by-project basis.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the FY 2026 Public Works Grounds and Fields operating budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew existing contracts with Amerigrow Recycling-Delray, Limited Partnership and East Coast Mulch Corp. for the purchase, delivery and installation of mulch, pine straw and ground preparation, Village-wide, in the amount of approximately \$177,500.

Council

Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

February 9, 2026

Amerigrow Recycling-Delray Limited Partnership
10320 West Atlantic Avenue
Delray Beach, FL 33446
DAVE@AMERIGROW.COM

RE: ITB# 202208

Dear Mr. Tomlinson:

Amerigrow Recycling-Delray Limited Partnership (AWARDEE) is an awardee for contract [#20220116](#) for the Purchase of Mulch, Pine Straw and Ground Preparation. The contract is set to expire on [May 9, 2026](#) and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the fourth and final renewal option through [May 9, 2027](#) under the same terms and conditions as stipulated on Page 11 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

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

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

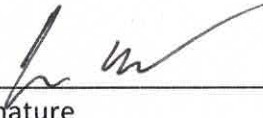
AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the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

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

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

Please indicate acceptance or rejection of the renewal and return to my attention by February 24, 2026.

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

Accept Renewal:	<u>CAMERON BERTALINI / CPA</u>	<u></u>	<u>3/17/26</u>
	Printed Name/Title	Signature	Date
Reject Renewal:	_____	_____	_____
	Printed Name/Title	Signature	Date

Thank you,

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

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Pursuant to Section 287.138, Florida Statutes)

I CAMERON BERTOLINI (name of affiant) of AMERICAN RELYENT - COURT LIMITED
MARSHALL
(name of business entity), attest that the following is true:

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

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

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

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

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

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

Affiant Name: CAMERON BERTOLINI

Signature: 

Title: CFO

Business Entity Name: _____

Date: MARCH 17, 2026

Council

Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

February 9, 2026

East Coast Mulch Corporation
6728 Belvedere Road
West Palm Beach, FL 33414
RCMR@COMCAST.NET
INFO@EASTCOASTMULCH.COM
RE: ITB# 202208

Dear Mr. Bowden:

East Coast Mulch Corporation (AWARDEE) is an awardee for contract #20220117 for the Purchase of Mulch, Pine Straw and Ground Preparation. The contract is set to expire on May 9, 2026 and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the fourth and final renewal option through May 9, 2027 under the same terms and conditions as stipulated on Page 11 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

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

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

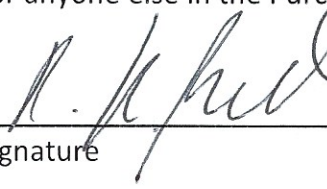
AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the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

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

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

Please indicate acceptance or rejection of the renewal and return to my attention by February 24, 2026.

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

Accept Renewal: Raymond R Bowden  2/12/2026
Printed Name/Title Pres. Signature Date

Reject Renewal: _____
Printed Name/Title Signature Date

Thank you,

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

PURCHASE OF MULCH, PINE STRAW AND GROUND PREPARATION ITB #202208			Renewal 5/9/2026 - 5/9/2027			
Bid Item Description	Quantity	Unit	EAST COAST MULCH CORP		AMERIGROW RECYCLING-DELRAY, LIMITED	
			Unit Price	Sub Total	Unit Price	Sub Total
1. ECO-MULCH – SHREDDED OR APPROVED EQUAL PICKED UP	1	BG	\$2.39	\$2.39	\$1.75	\$1.75
2. GOLD MULCH - SHREDDED OR APPROVED EQUAL	1	BG	\$2.44	\$2.44	\$1.98	\$1.98
3. MELALEUCA 100% (CURED) OR APPROVED EQUAL PICKED UP	1	BG	\$2.97	\$2.97	\$1.90	\$1.90
4. PINE BARK MULCH MINI NUGGETS OR APPROVED EQUAL PICKED UP	1	BG	\$3.29	\$3.29	NO BID	NO BID
5. CERTIFIED PLAYGROUND WOODCHIP MULCH (MUST MEET ASTM F 1292-04 + F 1951 AND ASTM F 2075) OR APPROVED EQUAL PICKED UP	1	CY	\$37.13	\$37.13	\$38.00	\$38.00
6. ECO-MULCH – SHREDDED OR APPROVED EQUAL DELIVERED	1	BG	\$2.66	\$2.66	\$1.89	\$1.89
7. GOLD MULCH - SHREDDED OR APPROVED EQUAL DELIVERED	1	BG	\$2.66	\$2.66	\$2.15	\$2.15
8. MELALEUCA 100% (CURED) OR APPROVED EQUAL DELIVERED	1	BG	\$2.97	\$2.97	\$2.04	\$2.04
9. PINE BARK MULCH MINI NUGGETS OR APPROVED EQUAL DELIVERED	1	BG	\$3.45	\$3.45	NO BID	NO BID
10. CERTIFIED PLAYGROUND WOODCHIP MULCH (MUST MEET ASTM F 1292-04 + F 1951 AND ASTM F 2075) OR APPROVED EQUAL DELIVERED	1	CY	\$42.44	\$42.44	NO BID	NO BID
11. ECO-MULCH – SHREDDED OR APPROVED EQUAL DELIVERED & INSTALLED	1	CY	\$31.83	\$31.83	NO BID	NO BID
12. MULCH GOLD - SHREDDED OR APPROVED EQUAL (BLOWN-IN) DELIVERED & INSTALLED	1	CY	\$31.83	\$31.83	NO BID	NO BID
13. MELALEUCA 100% (CURED) (BLOWN-IN) OR APPROVED EQUAL DELIVERED & INSTALLED	1	CY	\$30.90	\$30.90	NO BID	NO BID
14. PINE BARK MULCH MINI NUGGETS (BLOWN-IN) OR APPROVED EQUAL DELIVERED & INSTALLED	1	CY	\$53.05	\$53.05	NO BID	NO BID
15. CERTIFIED PLAYGROUND WOODCHIP MULCH (MUST MEET ASTM F 1292-04 + F 1951 AND ASTM F 2075) OR APPROVED EQUAL DELIVERED & INSTALLED	1	CY	\$47.74	\$47.74	NO BID	NO BID
16. PINE STRAW MULCH TRUCKLOAD - DELIVERED & INSTALLED	1	TRUCKLOAD	NO BID	NO BID	NO BID	NO BID
17. PINE STRAW MULCH TRUCKLOAD - DELIVERED	1	TRUCKLOAD	\$10.56	\$10.56	NO BID	NO BID
18. PINE STRAW MULCH PER BALE - DELIVERED	1	BL	\$11.14	\$11.14	NO BID	NO BID
19. PINE STRAW MULCH PER BALE - PICKED UP	1	BL	\$9.02	\$9.02	NO BID	NO BID
20. Ryegrass seed-Royal Flush Blend -1/3 Sonata PRG, 1/3 Jet PRG, 1/3 Shining Star PRG (POA FREE) or Approved Equal P/U	1	LB	NO BID	NO BID	NO BID	NO BID
21. Ryegrass seed-Royal Flush Blend -1/3 Sonata PRG, 1/3 Jet PRG, 1/3 Shining Star PRG (POA FREE) or Approved Equal Delivered	1	LB	NO BID	NO BID	NO BID	NO BID
22. Ryegrass seed-Royal Flush Blend -1/3 Sonata PRG, 1/3 Jet PRG, 1/3 Shining Star PRG (POA FREE) or Approved Equal D&I	1	LB	NO BID	NO BID	NO BID	NO BID
23. Bermuda Triangle Bucket-3 types blended or Approved equal P/U	1	LB	NO BID	NO BID	NO BID	NO BID
24. Bermuda Triangle Bucket-3 types blended or Approved equal Delivered	1	LB	NO BID	NO BID	NO BID	NO BID
25. Bermuda Triangle Bucket-3 types blended or Approved equal DELIVERED & INSTALLED	1	LB	NO BID	NO BID	NO BID	NO BID
26. Princess 77 Bermudagrass seed or Approved equal P/U	1	LB	NO BID	NO BID	NO BID	NO BID
27. Princess 77 Bermudagrass seed or Approved equal Delivered	1	LB	NO BID	NO BID	NO BID	NO BID
28. Princess 77 Bermudagrass seed or Approved equal DELIVERED & INSTALLED	1	LB	NO BID	NO BID	NO BID	NO BID
29. Clarified Argentine Bahia Grass See (See Specs) or Approved equal P/U	1	LB	NO BID	NO BID	NO BID	NO BID
30. Clarified Argentine Bahia Grass See (See Specs) or Approved equal Delivered	1	LB	NO BID	NO BID	NO BID	NO BID
31. Clarified Argentine Bahia Grass See (See Specs) or Approved equal DELIVERED & INSTALLED	1	LB	NO BID	NO BID	NO BID	NO BID



Legislation Text

File #: 26-7664, **Version:** 1

ITEM: AUTHORIZATION TO ISSUE PURCHASE ORDERS FOR IRRIGATION PUMP STATION UPGRADES AT GREENBRIAR PARK AND VILLAGE PARK

REQUEST: Authorization to issue purchase orders to Hoover Pumping Systems and Cerrito Electric for two irrigation pump station upgrades, at a total cost of \$115,948.37.

EXPLANATION: In an effort to standardize the Village’s irrigation system and reduce costs, Hoover pumps have been installed in all parks and roadway medians throughout the Village.

The Public Works Department is seeking authorization to purchase and install two irrigation pump station upgrades at Greenbriar Park and Village Park (Fields 13-16). The existing systems require replacement to ensure reliable operation of the irrigation system. The proposed pump stations include fiberglass enclosed units with control system components designed to improve efficiency and system reliability.

In addition to the pump station upgrade, electrical improvements are required to upgrade the existing panel to meet the system requirements at Greenbriar Park. Staff obtained quotes for the electrical work, and Cerrito Electric provided the lowest quote in the amount of \$6,280.00 for removal of existing equipment, installation of a new 200A service panel, and coordination with Florida Power & Light. The total project cost for the Greenbriar Park irrigation pump station (\$54,677.16) and electrical upgrades (\$6,280.00) is \$60,957.16. The total project cost for the Village Park irrigation pump station upgrade is \$54,991.21.

Hoover Pumping Systems is the Village's vendor of record for irrigation pumps and the sole source provider for Hoover Pumps. Sole source purchases are exempt from competition; however, projects exceeding \$50,000 require Council approval.

Staff requests authorization to issue purchase orders to Hoover Pumping Systems and Cerrito Electric, at a total cost of \$115,948.37.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the Fiscal Year 2026 Landscape and Aquatics & Sports Fields Major Maintenance Budgets to cover these expenditures.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to issue purchase orders to Hoover Pumping Systems and Cerrito Electric for two irrigation pump station upgrades, at a total cost of \$115,948.37.



RE: Village of Wellington Greenbriar Park - Fiberglass Enclosed Irrigation Pump Station

Hoover Pumping Systems will furnish one Hoover model **HCF-15PDV-230/1-MR3L-Z**

15 HP Single Centrifugal Variable Frequency Drive (VFD) Hooverflow Pump Station specifically designed for this project with the following features:

- Deliver an estimated 180 GPM @ 70 PSI at the station discharge at 10.0' Lift.
- 4 ft x 6 ft Hoover reinforced pump enclosure with:
 - Ultraviolet and chemical-resistant forest green fiberglass (Painted or Powder Coated Steel Not Acceptable)
 - Lockable corrosion-resistant stainless steel hardware
 - Ventilation for motors and controls
 - Hinged access cover with gas-filled support shocks
- UL listed self-diagnostic Hooverflow VFD control system specifically configured for this project includes:
 - Hooverflow controls to sequence pump start and retirement using mag flow sensing to operate pumps as close as possible to best efficiency point
 - An individual, dedicated VFD for each motor
 - Consistent pressure control throughout design flow range
 - 4G Cell Modem with remote power reboot capability
 - Stainless Steel NEMA 4 panel to guard against dust, insects, and moisture
 - User friendly web interface
 - Supervisory controls and monitoring with automatic alerts capability
 - Soft ramp-up and ramp-down
 - Current, phase, and voltage protection
 - VFD fault protection
 - VFD forced air cooling
 - Loss of Prime protection
 - Motor O/L and thermal protection
 - Transient surge protection
 - Industrial UPS to guard electronics
 - Irrigation controller 110 VAC power supply for one controller in J-Box mounted on back of pump station for customer provided & installed irrigation controller (Irrigation Controller Field Grounding Not Included).
- Hoover Flowguard® Internet-based water management system, remote operation, history, 24/7 email notifications of problems, flow and pressure graphs, water use reports and permit compliance, settable water and maintenance windows. Includes shut-off valve with local bypass for maintenance, one year communication plan, remotely managed rain gauge.
- Single 15HP Griswold Centrifugal Pump with flanged suction and discharge connections (threaded connections not acceptable). Includes Premium -efficiency, dust and water resistant, Totally Enclosed Fan Cooled (TEFC) motor (Open Drip Proof (ODP) motor not acceptable).
- 3" Corrosion-resistant discharge header includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder Coated Steel Pipe and Fittings Not Acceptable)
 - Bronze disk discharge maintenance isolation valve
 - Epoxy coated cast iron magnetic flow meter with no moving parts to control pump sequencing, resulting in longer equipment life and lower operating cost (Insertion Type Flow Meter Not Acceptable)
 - 3" Epoxy coated cast iron solenoid shut off, PSI transducer valve.



RE: Village of Wellington Greenbriar Park - Fiberglass Enclosed Irrigation Pump Station

- 6 ft L x 4 ft W Hot-dipped galvanized structural steel skid (painted steel not acceptable) placed on reinforced concrete pad
 - 7 ft L x 5 ft W
 - Provided by Hoover
- Pressure tank assembly that saves energy and extends the service life of variable frequency drive, pump motor and irrigation system fittings. Hoover-designed, adequately sized pressure tank system reduces typical pump start frequency that occurs due to normally expected irrigation field leaks.
- 6" Corrosion-resistant pump station discharge line includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder Coated Steel Pipe and Fittings Not Acceptable)
 - Galvanized steel pipe below grade for irrigation main line tie-in by Customer
- Install 4" individual intake for each pump consisting of corrosion-resistant hot-dipped galvanized suction piping to below grade, with
 - Up to 80 ft of High Density Polyethylene (HDPE) heat-fusion pipe
 - Each intake line includes a cast iron swing check valve.
 - A submerged buoyant support system to stabilize the 316 stainless steel intake screen set in the anaerobic water zone, limiting algae growth on the screen (FLOATING screen assemblies not acceptable).
 - Intake screen surface area is engineered to result in water velocity (0.5 ft/sec) that also minimizes frequency of cleanings (2 to 5 year typical cleaning interval).
- First year annual Hoover Flowguard preventative pumping station maintenance included.
- Removal and Disposal of existing equipment offsite.
- One service call to perform initial Startup and Calibration.

Pump Station - Lump Sum Price: \$54,677.16

Note: Electrical service, additional suction footage, and permits are not included. F.O.B. Palm Beach County. Priming of pumps on customer installed suction lines not included. Backflow protection of water source not included. 230V open-delta 3-phase may require an increase in electrical equipment size.

This proposal is valid for 60 days from March 24, 2026.

TERMS: Deposit of 35% is due with signed contract prior to commencement. Payments are due within 20 days of invoice date. Interest will be due and shall accrue at the rate of 1 1/2% per month compounded on any overdue amount. RETAINAGE WILL NOT BE WITHHELD FROM PAYMENTS DUE. Collection costs, including attorney's fees, will be due in the event of nonpayment. By execution of this Proposal/Contract, customer agrees to and understands that this Proposal/Contract incorporates the Hoover Pumping Systems Terms and Conditions of Sale.

Please call if pump performance or other features do not meet project criteria. Thank you for your consideration.



March 24, 2026

Company: Village of Wellington Parks

Attention: William Gurney

RE: Village of Wellington Greenbriar Park - Fiberglass Enclosed Irrigation Pump Station

Accepted By:
Hoover Pumping Systems, Corp.

Accepted By:
Village of Wellington Parks

A handwritten signature in black ink that reads "K Hudak".

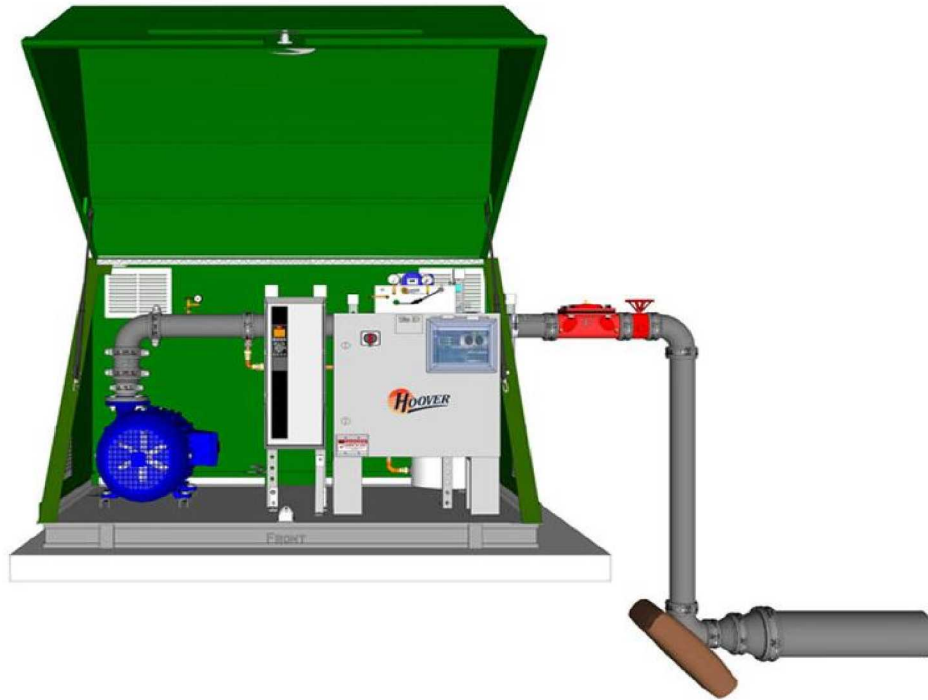
Kim Hudak
March 24, 2026

Signature/ Printed Name/ Date

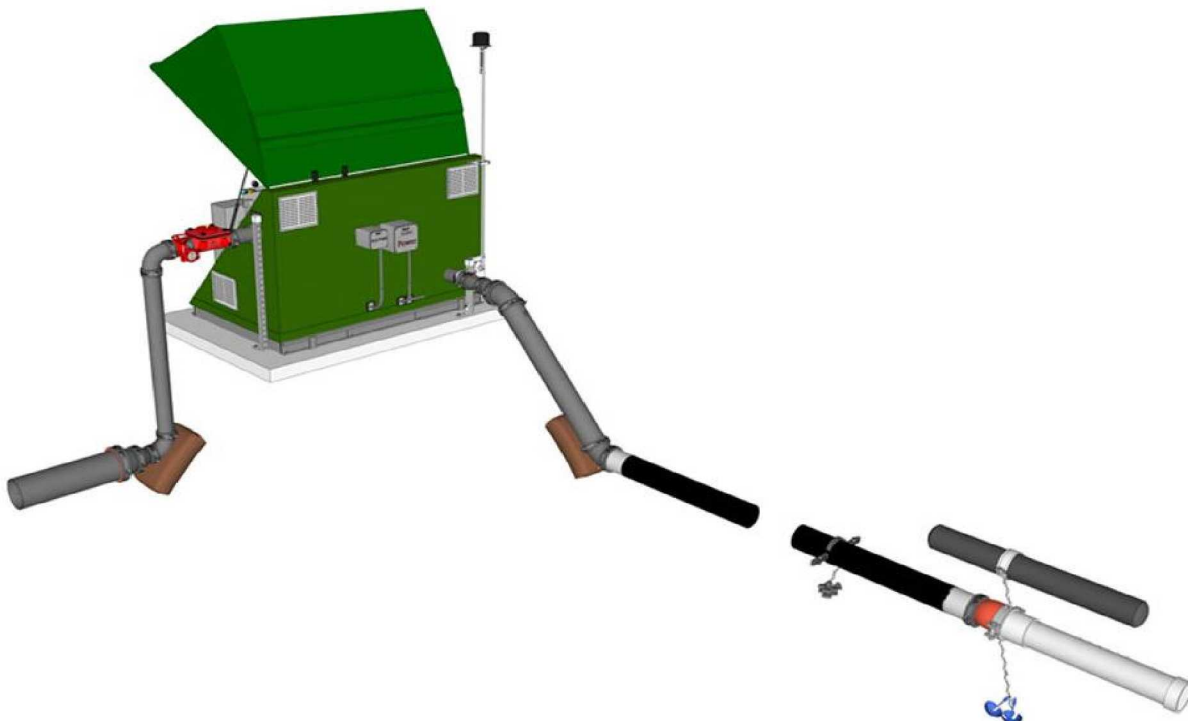
The following images are representative of the standard design and layout for the proposed type of system, along with alternative options for your awareness that may not be included in this proposal. Each system is fine-tuned to meet the needs of the specific project, so the design and layout for this project may differ from the final installation requirements.

Please visit the link to view the station examples and much more from our "Why Hoover" page to expand on why Hoover is the best choice for your project's pumping station needs.

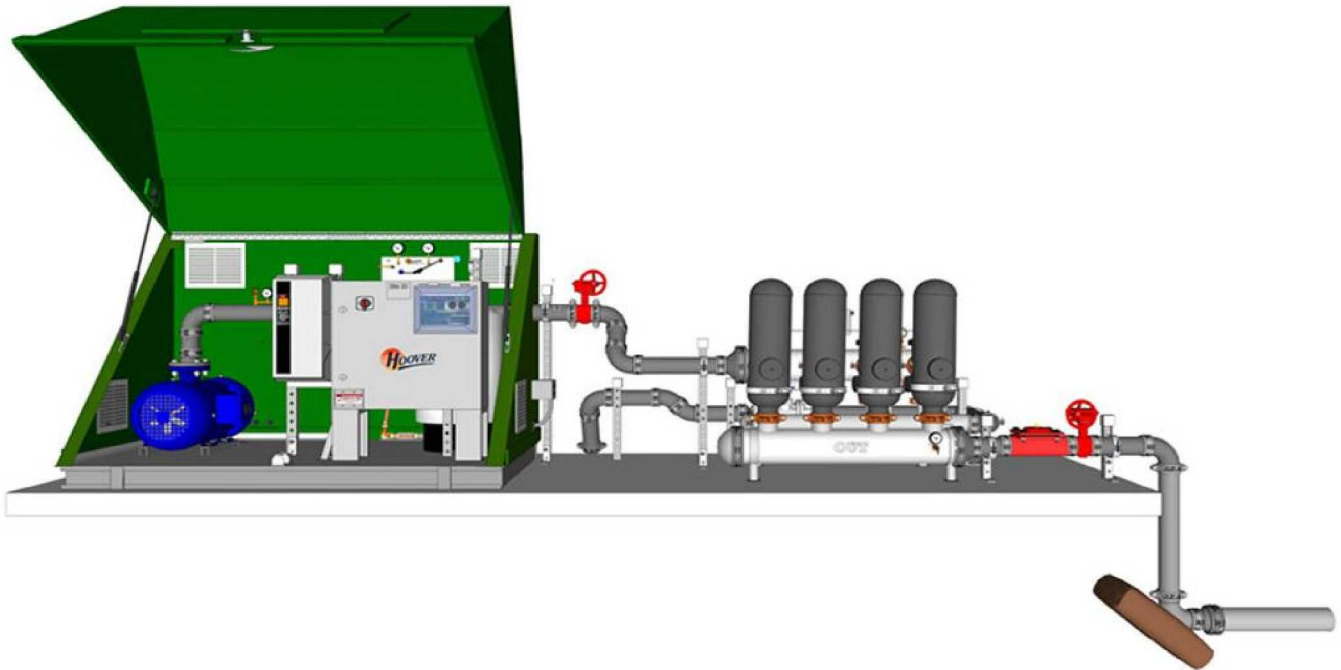
<https://whyhoover.hooverpumping.com/single-pump-station-and-filter-a>



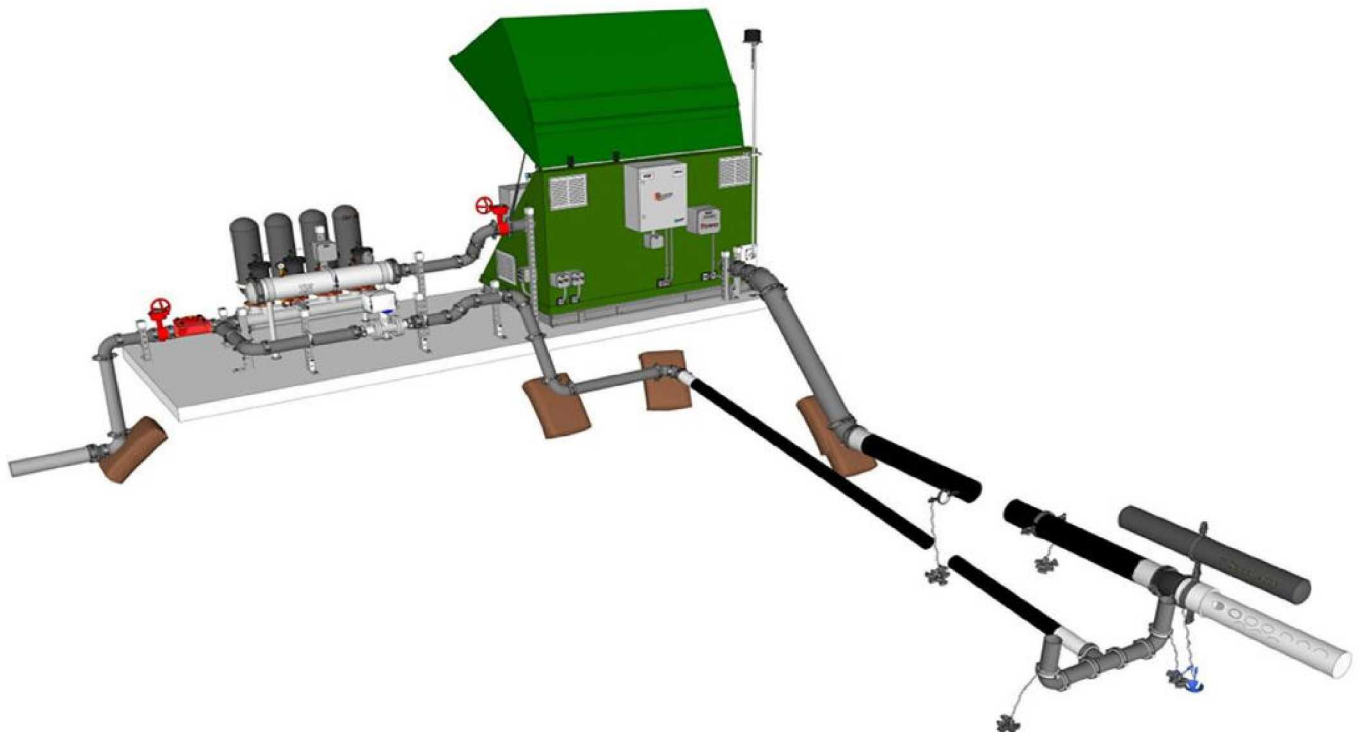
Single Pump Station



Single Pump Station



Single Pump Station (Shown With Optional Discharge Filter)



Single Pump Station (Shown With Optional Discharge Filter)



RE: Village of Wellington Greenbriar Park - Fiberglass Enclosed Irrigation Pump Station

HOOVER PUMPING SYSTEMS TERMS AND CONDITIONS OF SALE

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," sets forth the following Terms and Conditions of sale to the "Buyer."

- 1. **CONTRACT ACCEPTANCE.** All orders and contracts are subject to acceptance by the executive office at HOOVER. Only contracts signed by HOOVER shall be honored. Previous proposals, either verbal or written, shall not be valid.
- 2. **TAXES.** HOOVER's prices do not include sales, use, excise or similar taxes unless expressly stated within the contract. The amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment shall be paid by the BUYER, or in lieu thereof, the BUYER shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.
- 3. **TERMS.** On approved credit, except as otherwise indicated within the contract, payment is due upon delivery or buyer requested delivery date, whichever is sooner. In the absence of approved credit, HOOVER may modify the time of payment or any agreement for extension of credit, or may require joint checks, partial or full payment prior to manufacturing, assembling, shipping, delivery, or installation of equipment. No amount may be deemed as Retainage and withheld from payment at any time. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. All collection costs incurred, including attorney's fees, will be due in the event of late payment or non-payment. HOOVER has the right to lien and enforce collection and exercise all rights available including refusal to provide service or completion of contracted work in the event of non-payment. In addition, HOOVER shall retain a security interest in the equipment as provided by the Uniform Commercial Code, until such time HOOVER receives payment for the equipment in full.
- 4. **DESIGN.** HOOVER reserves the right to discontinue the manufacture of any model or to make changes in design for any product improvement without incurring any obligation to furnish or install the same on product previously furnished. HOOVER reserves the right to request additional compensation for BUYER requested written changes.
- 5. **RETAINING TITLE.** Except where prohibited by law and without regard for terms apportioning risk, determining time and place of delivery, and allocating the cost of freight, HOOVER will retain title to the goods until the delivery of goods or full payment thereof, whichever is later.
- 6. **SHIPMENT – DELIVERY.** Shipping and delivery dates are estimates. HOOVER will make all reasonable efforts to maintain delivery schedule after receipt of a written executed contract. Shipping and delivery dates are based on HOOVER's prompt receipt of complete written contract details, credit approval, and required deposits. In the event the BUYER cannot take delivery on the agreed upon delivery date, delivery shall be deemed completed on the agreed upon delivery date at HOOVER's pump station facility for the purpose of payment. In addition, HOOVER retains the right to charge BUYER for additional storage and handling charges incurred, with a minimum charge of \$750.00.
- 7. **DELAYED DELIVERIES.** HOOVER shall not be liable for any delay in shipping and/or delivery of ordered goods for any cause whatsoever.
- 8. **CANCELLATION.** No orders or contracts may be canceled without the consent of HOOVER. At HOOVER's option, canceled orders are subject to payment of cancellation charges equal to all cost incurred by HOOVER up to the date of cancellation, including a reasonable allowance for overhead and profit (Cancellation Charges).
- 9. **DEPOSIT.** Unless expressly waived in writing by a duly authorized representative of HOOVER, BUYER shall be required to pay a deposit of Thirty-Five percent (35%) of the contract balance upon entering into the contract. BUYER understands that the Deposit must be received by HOOVER before pump station can be put into production. BUYER understands and agrees that said deposit will be applied to HOOVER's costs, and in the event of cancellation by BUYER, said deposit will be applied to any and all Cancellation Charges incurred.
- 10. **SITE ACCESS.** BUYER is responsible for providing HOOVER unrestricted access to pump site including identification of utilities and landscaping. If necessary, BUYER will relocate utilities and landscaping in conflict with proposed work. HOOVER will not be responsible for cost of repairing or replacing any utilities, landscaping, or any site improvements damaged by its work.



RE: Village of Wellington Greenbriar Park - Fiberglass Enclosed Irrigation Pump Station

- 11. ELECTRICAL. Hoover Pumping Systems will not be liable for any Electrical work required by local government agencies outside the scope of connecting the pump station to the customer provided power source. Any additional requirements made by any government agency prior to completion or during inspection will be deemed a necessary change order to the contract and thereby the financial responsibility of the customer.
12. EXCLUSIONS. Excluded from the Hoover Pumping Systems work scope are the following - Site, Earthwork or Excavation Shoring, De-Watering, Utility Conflict Resolution, Excavations greater than 4 feet deep, Compaction, Grading, Supplying Fill, Excavation through rock or other dense materials, Excavation on steep slopes, through pavement, roots that could damage vegetation, Removal of Excess Fill or debris, Landscape and Site Improvements or restoration.
13. CLEAN UP. HOOVER will remove all scrap material it has brought onto site.
14. INSURANCE. HOOVER will maintain insurance in accordance with acceptable business practices.
15. RETURN OF GOODS. Custom ordered equipment built to BUYER's specifications can not be returned unless approved in writing by HOOVER. Unless the return is to correct a HOOVER error, all equipment authorized for return is subject to a minimum handling charge of 15% of the invoice value of the returned equipment. All equipment to be returned must be packaged by the BUYER and shipped prepaid insured for full invoice value or BUYER accepts the loss or damage during shipment.
16. CONDITIONS. All sales made by HOOVER are subject to these conditions, as updated from time to time, unless otherwise agreed in writing with a duly authorized representative of HOOVER.
17. FORCE MAJEURE. Hoover Pumping Systems shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event force majeure causes a material price increase in or continues longer than 120 days, either party may terminate the Agreement, repaying the full amount of the deposit within 10 days of termination notice.
18. The BUYER's sole and exclusive remedy against HOOVER shall be for the repair or replacement of or refund for defective parts as described within the Warranty Statement. No other remedy (including, but not limited to, incidental or consequential damages of any nature whatsoever, such as, but not limited to lost profits, lost sales, delay or acceleration damages, injury to personal property, other incidental or consequential loss) shall be available to BUYER for & which BUYER hereby expressly waives same.
19. In the event of any litigation arising out of or in connection with these Terms and Conditions of Sale, the Contract, and /or Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees and costs. In any legal action out of or in connection with these Terms and Conditions of Sale, the Contract, and /or Contract Documents, the parties hereby waive in advance any right to a trial by jury. Legal action shall take place in Broward County, Florida.
20. ENTIRE AGREEMENT. The contract documents shall consist of these Standard Terms and Conditions of Sale, Hoover Pumping Systems Warranty Statement, the Contract, Project Information Form, Request for Electrical Information, and Deposit Form ("Contract Documents"). The Contract Documents contain the entire agreement between HOOVER and BUYER and shall not be modified or amended except by written instrument signed by and authorized representative of HOOVER.
21. PAYMENT. HOOVER accepts payment by Check, ACH and Wire Transfer for payment of pump stations. If BUYER wants to make payment by Credit Card, a processing fee of 4% will be added to the total amount due.
22. UTILITY LOCATES. The Customer is solely responsible for ALL PRIVATE UTILITY LOCATES. This includes but is not limited to all underground Electric power lines, Water lines, Septic lines, Irrigation Lines and Irrigation wiring, Propane and/or Natural Gas, Phone lines, Data Lines, and Fire Mains, etc. Hoover Pumping Systems is NOT RESPONSIBLE for any damage to any private utility lines if the customer has not had the locates completed by the time of the installation of the Pump Station.

Customer Signature _____ Date _____



RE: Village of Wellington Greenbriar Park - Fiberglass Enclosed Irrigation Pump Station

HOOVER PUMPING SYSTEMS WARRANTY STATEMENT

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," warrants its new products to be free from defects in workmanship and material for a period of twelve (12) months from start up or eighteen (18) months from the date of delivery or BUYER's requested delivery date, whichever end date occurs first. Replacement for any defective part(s) will be shipped upon delivery of the defective part(s).

At HOOVER's discretion, HOOVER shall repair, replace, or refund the prorated value of any parts it determines are defective, as long as:

- The system is operated within the design limits of the components and the system.
- The system is operated in accordance with the instructions in the system Operation and Maintenance Manual.
- The warranty claim is reported to HOOVER during the life of the warranty.
- Each instance of hardware failure is reported to HOOVER to obtain HOOVER's concurrence that a part should be repaired or replaced.

In addition:

1. HOOVER reserves the right, at its discretion, to inspect the pump station and all parts for warranty claims in any Residential or Commercial application where the pump station is located. Customer will grant Hoover permission to enter the property to inspect the parts under the warranty claim. Hoover reserves the right to repair or replace with exact part or equivalent replacement part if exact part is not available. If parts are to be returned to vendor, BUYER is responsible for return shipping costs, if applicable.
2. HOOVER will provide assistance to BUYER in trouble shooting reported failures. BUYER agrees to participate in conducting diagnostic trouble shooting with HOOVER's assistance.
3. Any modifications made by BUYER and/or any other party other than by HOOVER during the warranty period will automatically void this warranty.
4. This warranty extends to original BUYER and subsequent owners as long as such transfer of ownership falls within the warranty period.
5. This warranty is in effect only if the pumping station occupies the site where the product was originally installed.
6. If HOOVER repairs or replaces a part, neither the warranty term of the part or system is extended.
7. This warranty does not cover damage under the following conditions:
 - Default of any agreement with HOOVER
 - Misuse - as defined by but not limited to – rapid recycling, restricted intake, continuing use above design flow, continued use of Manual Reset to override reported fault condition alarms, abuse,
 - Failure to conduct routine maintenance as specified by HOOVER.
 - Failure to utilize settings recommended by HOOVER Flowguard® help desk, including, but not limited to, water windows; and recommendations of HOOVER Service Technicians at or following startup.
 - Handling any liquid other than irrigation or potable water.
 - Damage due to electrolysis, erosion, or abrasion.
 - Presence of destructive gaseous or chemical solutions.
 - Power quality problems including but not limited to: over voltage, under voltage, surge, lightning, phase loss, and phase reversal.
 - Excessive temperatures. (In freezing climates, it is necessary to properly prepare the installed system in winter shutdown in order to minimize the potential for freeze damage.)
 - Vandalism, flooding, acts of war or terrorism, neglect or intentional acts of the owner, contractor or their agents, fire, lightning, wind, rain or any cause beyond HOOVER's control.
8. All technical advice, recommendations and services rendered by HOOVER are based on technical data which HOOVER believes to be reliable and is intended to be used by skilled persons, at their own discretion and risk. HOOVER assumes no responsibility for results obtained or damages incurred from their use of HOOVER for such advice in whole or in part. Such recommendations, technical advice or services are not to be taken as a license to operate under or intended to suggest infringement of any existing patent.
9. If HOOVER decides to dispatch a technician to the BUYER's site to check or replace parts reported defective by the BUYER, and the technician determines that the failure is NOT due to a defect in HOOVER materials and/or workmanship, BUYER agrees in advance to pay HOOVER for the service call, which will be billed at HOOVER's prevailing rate.
10. HOOVER will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.
11. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THE FOREGOING CONSTITUTES HOOVER'S SOLE WARRANTY AND EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF.



RE: Village of Wellington - Village Park Soccer Fields - Fiberglass Enclosed Irrigation Pump Station

Hoover Pumping Systems will furnish one Hoover model **HCF-20PDV-460/3-MR3L-Z**

20 HP Single Centrifugal Variable Frequency Drive (VFD) Hooverflow Pump Station specifically designed for this project with the following features:

- Deliver an estimated 285 GPM @ 65 PSI at the station discharge at 10.0' Lift.
- 4 ft x 6 ft Hoover reinforced pump enclosure with:
 - Ultraviolet and chemical-resistant forest green fiberglass (Painted or Powder Coated Steel Not Acceptable)
 - Lockable corrosion-resistant stainless steel hardware
 - Ventilation for motors and controls
 - Hinged access cover with gas-filled support shocks
- UL listed self-diagnostic Hooverflow VFD control system specifically configured for this project includes:
 - Hooverflow controls to sequence pump start and retirement using mag flow sensing to operate pumps as close as possible to best efficiency point
 - An individual, dedicated VFD for each motor
 - Consistent pressure control throughout design flow range
 - 4G Cell Modem with remote power reboot capability
 - Stainless Steel NEMA 4 panel to guard against dust, insects, and moisture
 - User friendly web interface
 - Supervisory controls and monitoring with automatic alerts capability
 - Soft ramp-up and ramp-down
 - Current, phase, and voltage protection
 - VFD fault protection
 - VFD forced air cooling
 - Loss of Prime protection
 - Motor O/L and thermal protection
 - Transient surge protection
 - Industrial UPS to guard electronics
 - Irrigation controller 110 VAC power supply for one controller in J-Box mounted on back of pump station for customer provided & installed irrigation controller (Irrigation Controller Field Grounding Not Included).
- Hoover Flowguard® Internet-based water management system, remote operation, history, 24/7 email notifications of problems, flow and pressure graphs, water use reports and permit compliance, settable water and maintenance windows. Includes shut-off valve with local bypass for maintenance, one year communication plan, remotely managed rain gauge.
- Single 20HP Griswold Centrifugal Pump with flanged suction and discharge connections (threaded connections not acceptable). Includes Premium -efficiency, dust and water resistant, Totally Enclosed Fan Cooled (TEFC) motor (Open Drip Proof (ODP) motor not acceptable).
- 3" Corrosion-resistant discharge header includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder Coated Steel Pipe and Fittings Not Acceptable)
 - Bronze disk discharge maintenance isolation valve
 - Epoxy coated cast iron magnetic flow meter with no moving parts to control pump sequencing, resulting in longer equipment life and lower operating cost (Insertion Type Flow Meter Not Acceptable)
 - 3" Epoxy coated cast iron solenoid shut off, PSI transducer valve.



RE: Village of Wellington - Village Park Soccer Fields - Fiberglass Enclosed Irrigation Pump Station

- 6 ft L x 4 ft W Hot-dipped galvanized structural steel skid (painted steel not acceptable) placed on reinforced concrete pad
 - 7 ft L x 5 ft W
 - Provided by Hoover. **(Customer to provide compacted, level ground at install location.)**
- Pressure tank assembly that saves energy and extends the service life of variable frequency drive, pump motor and irrigation system fittings. Hoover-designed, adequately sized pressure tank system reduces typical pump start frequency that occurs due to normally expected irrigation field leaks.
- 6" Corrosion-resistant pump station discharge line includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder-Coated Steel Pipe and Fittings Not Acceptable)
 - Galvanized steel pipe below grade for irrigation main line tie-in by Hoover
- Install 1-6" individual intake for each pump consisting of corrosion-resistant hot-dipped galvanized suction piping to below grade, with:
 - Up to 80 ft of High Density Polyethylene (HDPE) heat-fusion pipe
 - Each intake line includes a cast iron swing check valve.
 - A submerged buoyant support system to stabilize the 316 stainless steel intake screen set in the anaerobic water zone, limiting algae growth on the screen (FLOATING screen assemblies not acceptable).
 - Intake screen surface area is engineered to result in water velocity (0.5 ft/sec) that also minimizes frequency of cleanings (2 to 5 year typical cleaning interval).
- First year and a half Hoover Flowguard preventative pumping station maintenance included. (Expiring 12/31/27)
- One service call to perform initial Startup and Calibration.

Pump Station - Lump Sum Price: \$54,991.21

Note: Electrical service, additional suction footage, and permits are not included. F.O.B. Palm Beach County. Backflow protection of water source not included. Customer to provide compacted, level ground for the concrete pad and pump location prior to pump station install.

This proposal is valid for 60 days from March 13, 2026.

TERMS: Deposit of 35% is due with signed contract prior to commencement. Payments are due within 20 days of invoice date. Interest will be due and shall accrue at the rate of 1 1/2% per month compounded on any overdue amount. RETAINAGE WILL NOT BE WITHHELD FROM PAYMENTS DUE. Collection costs, including attorney's fees, will be due in the event of nonpayment. By execution of this Proposal/Contract, customer agrees to and understands that this Proposal/Contract incorporates the Hoover Pumping Systems Terms and Conditions of Sale. Note: Customer to grade, compact, level and mark the pump system location for Hoover to set the precast reinforced concrete pad and pump system on site.

Please call if pump performance or other features do not meet project criteria. Thank you for your consideration.



PROPOSAL / CONTRACT# 100870.0

March 13, 2026

Company: Village of Wellington Parks
Attention: Alex Wamsley

RE: Village of Wellington - Village Park Soccer Fields - Fiberglass Enclosed Irrigation Pump Station

Accepted By:
Hoover Pumping Systems, Corp.

A handwritten signature in cursive script that reads "K Hudak".

Kim Hudak
March 13, 2026

Accepted By:
Village of Wellington Parks

Signature/ Printed Name/ Date

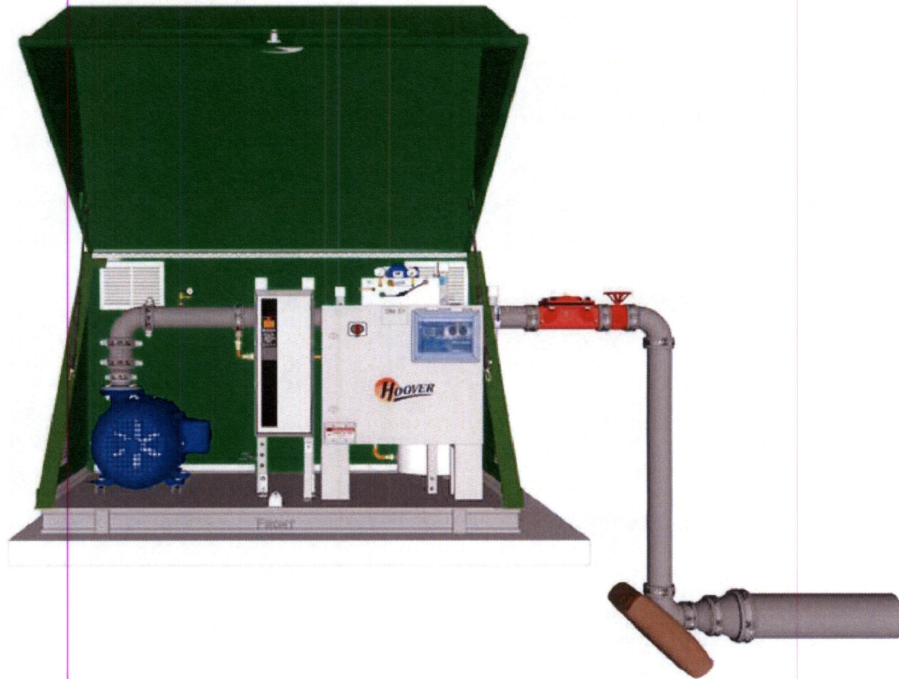
The following images are representative of the standard design and layout for the proposed type of system, along with alternative options for your awareness that may not be included in this proposal. Each system is fine-tuned to meet the needs of the specific project, so the design and layout for this project may differ from the final installation requirements.

Please visit the link to view the station examples and much more from our "Why Hoover" page to expand on why Hoover is the best choice for your project's pumping station needs.

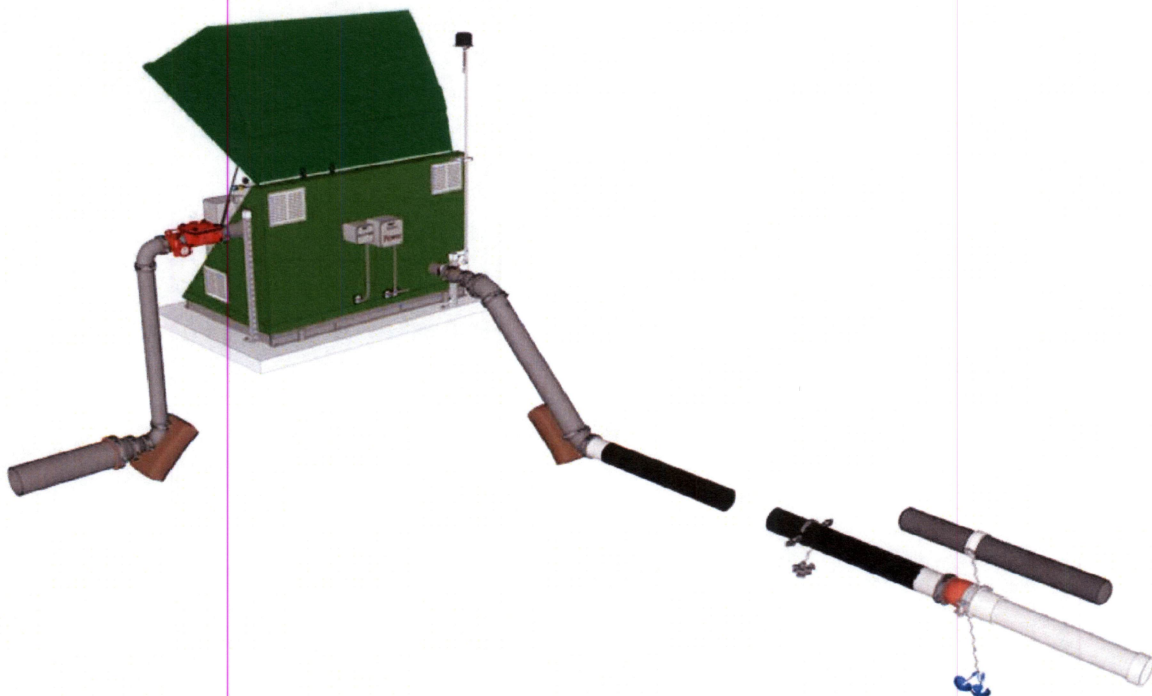
<https://whyhoover.hooverpumping.com/single-pump-station-and-filter-a>



Hoover Single Pump Station



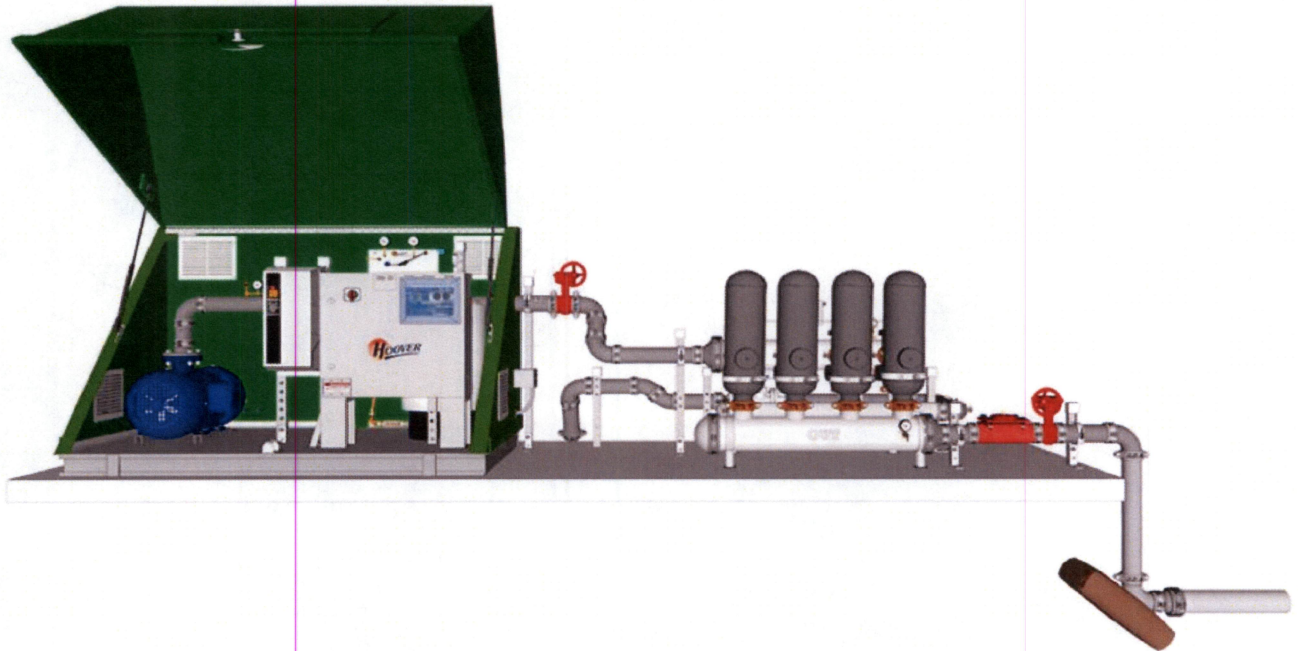
Single Pump Station



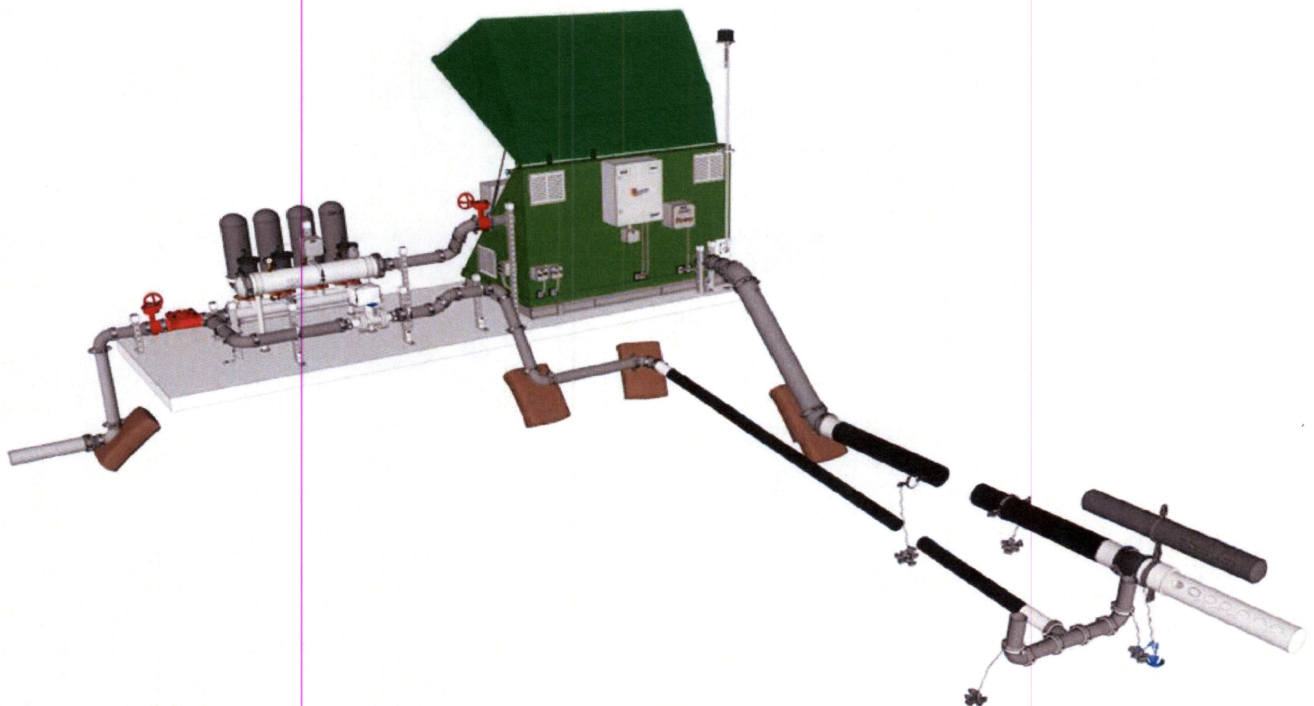
Single Pump Station



Hoover Single Pump Station



Single Pump Station (Shown With Optional Discharge Filter)



Single Pump Station (Shown With Optional Discharge Filter)



RE: Village of Wellington - Village Park Soccer Fields - Fiberglass Enclosed Irrigation Pump Station

HOOVER PUMPING SYSTEMS TERMS AND CONDITIONS OF SALE

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," sets forth the following Terms and Conditions of sale to the "Buyer."

- 1. CONTRACT ACCEPTANCE. All orders and contracts are subject to acceptance by the executive office at HOOVER. Only contracts signed by HOOVER shall be honored. Previous proposals, either verbal or written, shall not be valid.
2. TAXES. HOOVER's prices do not include sales, use, excise or similar taxes unless expressly stated within the contract. The amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment shall be paid by the BUYER, or in lieu thereof, the BUYER shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.
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5. RETAINING TITLE. Except where prohibited by law and without regard for terms apportioning risk, determining time and place of delivery, and allocating the cost of freight, HOOVER will retain title to the goods until the delivery of goods or full payment thereof, whichever is later.
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7. DELAYED DELIVERIES. HOOVER shall not be liable for any delay in shipping and/or delivery of ordered goods for any cause whatsoever.
8. CANCELLATION. No orders or contracts may be canceled without the consent of HOOVER. At HOOVER's option, canceled orders are subject to payment of cancellation charges equal to all cost incurred by HOOVER up to the date of cancellation, including a reasonable allowance for overhead and profit (Cancellation Charges).
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10. SITE ACCESS. BUYER is responsible for providing HOOVER unrestricted access to pump site including identification of utilities and landscaping. If necessary, BUYER will relocate utilities and landscaping in conflict with proposed work. HOOVER will not be responsible for cost of repairing or replacing any utilities, landscaping, or any site improvements damaged by its work.



RE: Village of Wellington - Village Park Soccer Fields - Fiberglass Enclosed Irrigation Pump Station

- 11. **ELECTRICAL.** Hoover Pumping Systems will not be liable for any Electrical work required by local government agencies outside the scope of connecting the pump station to the customer provided power source. Any additional requirements made by any government agency prior to completion or during inspection will be deemed a necessary change order to the contract and thereby the financial responsibility of the customer.
- 12. **EXCLUSIONS.** Excluded from the Hoover Pumping Systems work scope are the following - Site, Earthwork or Excavation Shoring, De-Watering, Utility Conflict Resolution, Excavations greater than 4 feet deep, Compaction, Grading, Supplying Fill, Excavation through rock or other dense materials, Excavation on steep slopes, through pavement, roots that could damage vegetation, Removal of Excess Fill or debris, Landscape and Site Improvements or restoration.
- 13. **CLEAN UP.** HOOVER will remove all scrap material it has brought onto site.
- 14. **INSURANCE.** HOOVER will maintain insurance in accordance with acceptable business practices.
- 15. **RETURN OF GOODS.** Custom ordered equipment built to BUYER's specifications can not be returned unless approved in writing by HOOVER. Unless the return is to correct a HOOVER error, all equipment authorized for return is subject to a minimum handling charge of 15% of the invoice value of the returned equipment. All equipment to be returned must be packaged by the BUYER and shipped prepaid insured for full invoice value or BUYER accepts the loss or damage during shipment.
- 16. **CONDITIONS.** All sales made by HOOVER are subject to these conditions, as updated from time to time, unless otherwise agreed in writing with a duly authorized representative of HOOVER.
- 17. **FORCE MAJEURE.** Hoover Pumping Systems shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* causes a material price increase in or continues longer than 120 days, either party may terminate the Agreement, repaying the full amount of the deposit within 10 days of termination notice.
- 18. The BUYER's sole and exclusive remedy against HOOVER shall be for the repair or replacement of or refund for defective parts as described within the Warranty Statement. No other remedy (including, but not limited to, incidental or consequential damages of any nature whatsoever, such as, but not limited to lost profits, lost sales, delay or acceleration damages, injury to personal property, other incidental or consequential loss) shall be available to BUYER for & which BUYER hereby expressly waives same.
- 19. In the event of any litigation arising out of or in connection with these Terms and Conditions of Sale, the Contract, and /or Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees and costs. In any legal action out of or in connection with these Terms and Conditions of Sale, the Contract, and /or Contract Documents, the parties hereby waive in advance any right to a trial by jury. Legal action shall take place in Broward County, Florida.
- 20. **ENTIRE AGREEMENT.** The contract documents shall consist of these Standard Terms and Conditions of Sale, Hoover Pumping Systems Warranty Statement, the Contract, Project Information Form, Request for Electrical Information, and Deposit Form ("Contract Documents"). The Contract Documents contain the entire agreement between HOOVER and BUYER and shall not be modified or amended except by written instrument signed by and authorized representative of HOOVER.
- 21. **PAYMENT.** HOOVER accepts payment by Check, ACH and Wire Transfer for payment of pump stations. If BUYER wants to make payment by **Credit Card, a processing fee of 4% will be added to the total amount due.**
- 22. **UTILITY LOCATES.** The Customer is solely responsible for ALL PRIVATE UTILITY LOCATES. This includes but is not limited to all underground Electric power lines, Water lines, Septic lines, Irrigation Lines and Irrigation wiring, Propane and/or Natural Gas, Phone lines, Data Lines, and Fire Mains, etc. Hoover Pumping Systems is NOT RESPONSIBLE for any damage to any private utility lines if the customer has not had the locates completed by the time of the installation of the Pump Station.

 Customer Signature Date



RE: Village of Wellington - Village Park Soccer Fields - Fiberglass Enclosed Irrigation Pump Station

HOOVER PUMPING SYSTEMS WARRANTY STATEMENT

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At HOOVER's discretion, HOOVER shall repair, replace, or refund the prorated value of any parts it determines are defective, as long as:

- The system is operated within the design limits of the components and the system.
- The system is operated in accordance with the instructions in the system Operation and Maintenance Manual.
- The warranty claim is reported to HOOVER during the life of the warranty.
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In addition:

1. HOOVER reserves the right, at its discretion, to inspect the pump station and all parts for warranty claims in any Residential or Commercial application where the pump station is located. Customer will grant Hoover permission to enter the property to inspect the parts under the warranty claim. Hoover reserves the right to repair or replace with exact part or equivalent replacement part if exact part is not available. If parts are to be returned to vendor, BUYER is responsible for return shipping costs, if applicable.
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7. This warranty does not cover damage under the following conditions:
 - Default of any agreement with HOOVER
 - Misuse - as defined by but not limited to – rapid recycling, restricted intake, continuing use above design flow, continued use of Manual Reset to override reported fault condition alarms, abuse,
 - Failure to conduct routine maintenance as specified by HOOVER.
 - Failure to utilize settings recommended by HOOVER Flowguard® help desk, including, but not limited to, water windows; and recommendations of HOOVER Service Technicians at or following startup.
 - Handling any liquid other than irrigation or potable water.
 - Damage due to electrolysis, erosion, or abrasion.
 - Presence of destructive gaseous or chemical solutions.
 - Power quality problems including but not limited to: over voltage, under voltage, surge, lightning, phase loss, and phase reversal.
 - Excessive temperatures. (In freezing climates, it is necessary to properly prepare the installed system in winter shutdown in order to minimize the potential for freeze damage.)
 - Vandalism, flooding, acts of war or terrorism, neglect or intentional acts of the owner, contractor or their agents, fire, lightning, wind, rain or any cause beyond HOOVER's control.
8. All technical advice, recommendations and services rendered by HOOVER are based on technical data which HOOVER believes to be reliable and is intended to be used by skilled persons, at their own discretion and risk. HOOVER assumes no responsibility for results obtained or damages incurred from their use of HOOVER for such advice in whole or in part. Such recommendations, technical advice or services are not to be taken as a license to operate under or intended to suggest infringement of any existing patent.
9. If HOOVER decides to dispatch a technician to the BUYER's site to check or replace parts reported defective by the BUYER, and the technician determines that the failure is NOT due to a defect in HOOVER materials and/or workmanship, BUYER agrees in advance to pay HOOVER for the service call, which will be billed at HOOVER's prevailing rate.
10. HOOVER will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.
11. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THE FOREGOING CONSTITUTES HOOVER'S SOLE WARRANTY AND EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF.



Purchasing Request Form

Submitter: Jeff Stratton	<input type="checkbox"/> Emergency Request Date Required:
Date: 06/29/2023	<input checked="" type="checkbox"/> Purchase Requisition (PO) <input type="checkbox"/> Other _____
Vendor: Cerrito Electric	Contact Person: Tom
Address: 2765 Vista Park Way suite 1 WPB 33411	Phone/Fax: 561-790-0775
GL Account Number: 10020500-546030	Project Number:

Item Description: Upgrade electrical service at the Dog Park

Detailed information about purchase and why, where, when, what for, etc.: Upgrade electrical service at the dog park to accomadate new Hoover Pump Station that is to be installed. Current panel does not supply the necessary power that is required to run new pump.

QUOTES:

Additional Back-up Attached

Vendor	Cost	Contact/Phone #	Date Quote Received	Written/Verbal
Action	8,205.00	paul	3-3-2026	written
Static	7,100.00	Anthonyv	3-3-2026	written
				written

Contract Information:

Name: _____ Number: _____
 Expiration Date: _____ Other: _____

ORDER INFORMATION:

Quantity	Item Description/Number	Cost per Unit	TOTAL
1	Remove old service and meter can,	6280.00	\$ 6,280.00
	install new 200A panel with main		\$ 0.00
	breaker		\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
	TOTAL		\$ 6,280.00



2765 Vista Park Way, Suite 1, West Palm Beach, FL 33411
 Phone: 561.790.0775/561.615.0020, Fax: 561.615.0041
 Cerritoelectric1@gmail.com/www.cerritoelectric.com

Established in 1990, For All Your Generator and Electrical Needs

PROPOSAL

DATE: March 3, 2026

PROPOSAL #: VOW30326

SUBMITTED TO: Village of Wellington
 Attn: Jeff Stratton
 14001 Pierson Road
 Wellington FL. 33414
 jstratton@wellingtonfl.gov

Project: Hoover pump
 new service

We hereby propose to furnish materials and perform the necessary labor for the completion of:

Scope: New Service at dog park to accommodate new Hoover pump house

- Removal and disposal of existing meter and panel
- Supply and install new 120/240v 200a meter can
- Supply and install new 200A panel board with main breaker
- Supply and install new breaker for pump
- Approximately 30' of trenching from new service to pump house
- Supply and install new conduit & conductors from new service to pump house
- Coordinate disconnect reconnect with FPL
- 1-Electrical design by TC electrical design and consulting (required by VOW for permit)
- 1-load calculation by TC electrical design and consulting (required by VOW for permit)
- 2-Electricians
- 1-Electrical permit
- 1-Supervisor
- 1-Service truck

Comments:

- Any changes will be a time and material charge and will **not** commence without prior approval
- Work to be performed between (7AM - 4 PM) Monday thru Friday
- Hoover pump house must be provided with a disconnecting means. If one is not currently installed, we will need to supply and install it to meet code requirements at an additional cost.

Exclusions:

- Changes made by local or state inspectors
- Repairs to any private utilities damaged that weren't marked
- Repair to conduits not buried deep enough
- Replacement of conduits **not** schedule 80
- Anything not listed above
- Permit Fees

Please Note:

- Job is bid to be worked during normal business hours M-F 7:30AM-4:00PM If it becomes necessary to work weekends or at night, premium rates may apply.
- Any changes to original contract to be done only after negotiating a signed change order.
- Price is valid for a period of 30 days from the date of the proposal due to possible escalation cost of materials
- Estimate becomes a contract when signed by both parties
- Payment to be made as follows: Progress payments to be submitted by the 25th of the month with work projected through the end of the month, and payments due in full by the 10th of the following month.

CONTRACTOR DEFAULTS

- Contractor will be in default if, (1) any payment called for under this proposal and all authorized change orders becomes past due; (2) any written agreement made by the owner/contractor is not promptly performed; or (3) any conditions warranted by the contractor prove to be untrue;(4) failure of contractor to comply with any of the conditions of this proposal.
- Electrical contractors' remedies in the event of contractor default, electrical contractor may do any or all of the following: (1) Suspend the work and remove its material/equipment from the premises;(2) remove any Electrical Contractor-supplied material/equipment, whether or not it has been installed and whether or not it has been placed in operation. In this regard, contractor agrees that electrical contractor may enter upon owner/contractor property for the purpose of repossessing such equipment without liability to owner/contractor for trespass or any other reason; (3) retain all moneys paid hereunto, regardless of the stage of completions of the work and bring any appropriate action in court to enforce its rights. The owner/contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by electrical contractor in enforcing its right under this proposal.

LEGAL PROVISIONS

- ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES YOUR'RE YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER" FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
- CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTIONS CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

All material is guaranteed and the scope of work outlined above is to be completed in a substantial workmanlike manner, performed in accordance with the drawings and specifications submitted, for the sum of:

Proposed amount: (\$6,280.00)

*Respectfully Submitted,
Thomas J. Cervito*

ACCEPTANCE OF PROPOSAL DATE: _____ _____ AUTHORIZED SIGNATURE: _____ PRINTED NAME AND TITLE:
--

Confidential Proposal

March 3, 2026

**Village of Wellington
11700 Pierson Road
Wellington, FL 33414
Attn: Jeff Stratton**

Listed below you will find our Scope of Work for the above-referenced project at **Dog Park** located in Wellington FL.

Proposed:

Purchase and install new service and breakers also includes wiring pump

Exclusions

1. All concrete or asphalt, cutting, patching of same, painting and related remedial work including but not limited to fire rated walls, floors and ceilings.
2. All house keeping pads.
3. All utility company usage and impact fees.
4. Controls, devices and wiring not specifically shown on the above referenced drawings
5. Permit fees
6. Removal of ceiling, drywall and stucco repair
7. Unforeseen issues not listed
8. FPL costs if any

Based upon the above Scope of Work we propose to furnish all material, labor, equipment, tools, and supervision for a lump sum price of: **\$7,1000.00**

*=Only if decided on

50% Deposit required immediately	(\$3,550.00)
50% Due upon completion	(\$3,550.00)

Any alteration or deviation from the above specifications involving extra costs, will be executed only on written orders, and will become an extra charge over and above the proposal. The Owner or General contractor shall carry fire, theft, flood, tornado, builder's risk and other necessary insurance for the above property and work. Static Electric, Inc. will carry State of Florida required General Liability and Workman's Compensation for its employees.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Invoices will be submitted on or before the 25th of each month and must be paid no later than the following **25th** of each month. Unpaid balances, after the due date are subject to 1.5% per month interest rate until paid in full. In the event the monies due are not paid in the above said time frame Static Electric, Inc may stop work at their sole discretion until all monies due have been received along with any additional costs. Customer agrees to pay all of Static Electric's costs related to the collection of any sum due, including legal fees and associated expenses.

Notwithstanding any provisions herein to the contrary, in the event that during the performance of this agreement the price of materials and / or any other necessary commodities significantly increases, through no fault of Static Electric, Inc. the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any significant price increases. **As used here in, a significant price increase shall mean any increase in price exceeding 5% experienced by Static Electric, Inc. from the date of this Proposal.** Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed through no fault of Static Electric, Inc. as a result of the shortage or availability of commodities, raw materials, components and / or products, Static Electric Inc. shall not be liable for any additional costs or damages associated with such delays.

This proposal may be withdrawn by us if not accepted in 30 days.

If you have any questions, or if further information is required, please do not hesitate to call our office.

Sincerely,
Static Electric,
Submitted by: Anthony J. Maturo, President

621 SW 9TH Street
 Pompano Beach, FL 33060
 Phone: (954)941-7777
 Fax: (954)941-1003



PROPOSAL

March 3, 2026

Village of Wellington
 Attn: Jeff
 Job name: Dog Park

Action Electric, Inc. is pleased to present this Proposal the following Scope of Work.

Scope: New service and wire new pump

However, we do not include the following:

- 1) Utilities Locates
- 2) Cutting, Patching and Painting of Drywall, Concrete or Asphalt
- 3) Premium Time Unless Paid by Others
- 4) FP&L Cost
- 5) Repair of Pre-existing code violations.
- 6) Any Changes by owner, city, inspectors, or county.
- 7) Engineering

Total for this Proposal \$8,205.00

50% down and 50% due upon completion

This proposal is valid for 30 days. Material is guaranteed to be as specified. All work is to be completed in workmanlike manner according to standard practice. Any alterations or deviations from specifications involving extra cost will be executed upon written orders and will become an extra charge over and above the estimate.

Client Signature

Date

Action Electric, Inc. *Paul Sennello*

Date 3-3-26



January 21, 2026

Village of Wellington Parks
12300 West Forest Hill Blvd
Wellington, FL 33414

Re: Sole Source Irrigation Pump Systems and Service

To Whom It May Concern:

Hoover Pumping Systems is the Sole Source provider for its comprehensive pump systems and filtration solutions. Hoover Pumping Systems' specialized products and services are not available through any distribution or service network, but only direct from our factory in Pompano Beach, Florida.

Since 1984, the company has reinvested in innovation and testing, providing very specific part designs and capabilities in the manufacture of its pump and filter systems that meet the highest standards of quality for the intended use.

Hoover Pumping Systems is the only authorized Service/Maintenance provider for the Hoover Manufactured Pumping System. Any unauthorized work by any other vendors will void all warranties.

Hoover Pumping Systems sole source features and capabilities are listed below:

- 1) Pump system design, manufacturing, installation, preventative maintenance, and service are performed by company personnel and equipment, offering sole source responsibility for performance.
- 2) Hoover pump systems, filtration systems and replacement parts are available only through Hoover direct factory purchase.
- 3) The proprietary/patented **Flowguard®** Water Management tool was developed and designed solely by Hoover. No other manufacturer offers a comparable product for real time and historical data along with integrated logic controls for optimal pump station functionality and efficiency. The Flowguard System can only be serviced by Hoover personnel.
- 4) Materials and components are rated for exposure to Florida's harsh environmental conditions such as driving rain, excess heat, high humidity, water quality, dust, insects, reptiles and electric service.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Nowacki".

Kevin Nowacki, Controller
HOOPER PUMPING SYSTEMS



Legislation Text

File #: 26-7665, **Version:** 1

ITEM: RESOLUTION NO. R2026-19 (RESCIND 6.8.8 ZONING IN PROGRESS)

A RESOLUTION OF WELLINGTON, FLORIDA’S COUNCIL, RESCINDING A ZONING IN PROGRESS RELATED TO SECTION 6.8.8 - EQUESTRIAN DEVELOPMENT OF THE EQUESTRIAN OVERLAY ZONING DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: To approve Resolution No. R2026-19 rescinding the Zoning in Progress established by Resolution No. R2026-01.

EXPLANATION: A Zoning in Progress related to Sec. 6.8.8 of Wellington’s Land Development Regulations (LDR) relating to Equestrian Developments was approved by the Village Council on January 12, 2026, by Resolution No. R2026-01.

The Zoning in Progress (ZIP) was established to ensure that any proposals presented during the time of the ZIP were consistent with proposed changes to Sec. 6.8.8. The proposed amendments to Sec. 6.8.8 were proceeding through the Equestrian Preserve Committee (EPC) and the Planning, Zoning and Adjustment Board (PZAB) to be considered by the Village Council in anticipation of changes to the statutes established by Senate Bill 180 (2025).

In the 2026 regular session of the Florida Legislature, no legislation was approved that changed the respective statutes limiting amendments to the LDR, which are more restrictive or burdensome. There is no anticipated legislation for the special legislative session in April 2026.

The proposed changes to Sec. 6.8.8 are more restrictive or burdensome and would be considered null and void ab initio. Therefore, the proposed amendments are being administratively withdrawn, and the ZIP is requested to be rescinded. The proposed changes to Sec. 6.8.8 will be reconsidered at the earliest opportunity, as permitted by Florida Statutes.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: To approve Resolution No. R2026-19 rescinding the Zoning in Progress established by Resolution No. R2026-01.

RESOLUTION NO. R2026-01

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, IN ACCORDANCE WITH SECTION 1.8.1 OF WELLINGTON'S LAND DEVELOPMENT REGULATIONS, DECLARING A ZONING IN PROGRESS RELATED TO SECTION 6.8.8 – EQUESTRIAN DEVELOPMENT OF THE EQUESTRIAN OVERLAY ZONING DISTRICT FOR A PERIOD OF 180 DAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in Section 1.8.1 of Wellington's Land Development Regulations (LDR), the Planning, Zoning and Building Director, or designee, may file a request with Wellington's Council for approval of a Zoning in Progress (ZIP) resolution when it is determined there is a need for a Wellington-initiated change to the Land Development Regulations (LDR); and

WHEREAS, the Equestrian Overlay Zoning District (EOZD) was adopted in 2002 to implement development standards in the Equestrian Preserve Area (EPA); and

WHEREAS, in 2019, updates to the LDR were adopted. These updates included the removal of "Cluster Development" in Subarea D of the EOZD. Section 6.8.8 of the LDR replaced the cluster development standards with standards for "Equestrian Developments," defined as Planned Unit Developments (PUD) with required equestrian-oriented amenities; and

WHEREAS, at the request of the Equestrian Preserve Committee (EPC), the Planning, Zoning and Building Director requests approval of (1) a Zoning in Progress resolution related to Sec. 6.8.8, and (2) authority to draft a Zoning Text Amendment to be adopted by ordinance to remove the current standards in Sec. 6.8.8; and

WHEREAS, the Council has taken the request from the EPC and the comments from the public into consideration for the proposed Zoning in Progress.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF WELLINGTON, FLORIDA THAT:

SECTION 1. Wellington's Council hereby declares a Zoning in Progress to consider removing Section 6.8.8 of the LDR and directs Wellington's staff to proceed to draft such amendment to the LDR.

SECTION 2. The Zoning in Progress shall remain in effect for 180 calendar days or until the adoption/denial of the proposed amendment, whichever occurs first. Council may extend the Zoning in Progress, by resolution, for a reasonable amount of time if it deems necessary or if public interest requires.

SECTION 3. During the period of the Zoning in Progress, and while an amendment to the LDR is being considered by the decision-making bodies, no permits or development orders of any kind related to Equestrian Developments shall be issued if issuance would result in the nonconforming or unlawful use of the subject property, should the proposed amendment to the LDR be adopted.

50 **SECTION 4.** Within 10 days of adoption of this Resolution, the Wellington Clerk shall
51 publish the adopted resolution in a newspaper of general circulation published in Wellington, or
52 Palm Beach County.
53

54
55 **SECTION 5:** This Resolution shall become effective upon adoption.
56

57 **PASSED AND ADOPTED** this 12th day of January, 2026.
58

59 **WELLINGTON, FLORIDA**
60

61
62 BY: 
63 Michael J. Napoleone, Mayor
64
65

66 **ATTEST:**

67
68 BY: 
69 Chevelle D. Hall, MMC, Village Clerk
70
71

72
73 **APPROVED AS TO FORM AND**
74 **LEGAL SUFFICIENCY**
75

76
77 BY: 
78 Laurie Cohen, Village Attorney
79

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1
2 An act relating to emergencies; amending s. 83.63,
3 F.S.; requiring certain tenants to be given specified
4 opportunities or notice; creating s. 163.31795, F.S.;
5 defining the terms "cumulative substantial improvement
6 period" and "local government"; prohibiting certain
7 local governments from adopting ordinances for
8 substantial improvements or repairs to a structure
9 which include cumulative substantial improvement
10 periods; amending s. 163.31801, F.S.; prohibiting
11 certain entities from assessing impact fees for
12 specified replacement structures; providing an
13 exception; providing construction; amending s.
14 193.155, F.S.; revising the square footage limitations
15 for certain changes, additions, and improvements to
16 damaged property; amending s. 215.559, F.S.; removing
17 a reference to a certain report; revising public
18 hurricane shelter funding prioritization requirements
19 for the Division of Emergency Management; amending s.
20 250.375, F.S.; authorizing certain servicemembers to
21 provide medical care in specified circumstances;
22 amending s. 252.35, F.S.; revising requirements for
23 the state comprehensive emergency management plan;
24 requiring such plan to include an update on the status
25 of certain emergency management capabilities;
26 requiring the division to collaborate with the
27 Department of Health; revising responsibilities of the
28 division; requiring the division to develop a certain
29 template; revising the purpose of certain training

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30 programs; requiring the division to set the minimum
31 number of training hours that specified individuals
32 must complete biennially; authorizing such training to
33 be provided by certain entities; requiring the
34 division to conduct an annual hurricane readiness
35 session in each region designated by the division for
36 a specified purpose; requiring all county emergency
37 management directors, and authorizing other county and
38 municipal personnel, to attend such session; requiring
39 that the session include specified topics and needs;
40 removing a specified reporting requirement; amending
41 s. 252.355, F.S.; authorizing the Department of
42 Veterans' Affairs to provide certain information to
43 specified clients or their caregivers; requiring the
44 Florida Housing Finance Corporation to enter into
45 memoranda of understanding with specified agencies for
46 a certain purpose; providing that specified persons
47 may use special needs shelters in certain
48 circumstances; amending s. 252.3611, F.S.; directing
49 specified entities to submit specified contracts and
50 reports to the Legislature under specified conditions;
51 requiring such contracts to be posted on a specified
52 secure contract system; requiring the division to
53 report annually to the Legislature specified
54 information on expenditures relating to emergencies;
55 providing requirements for such report; amending s.
56 252.363, F.S.; providing for the tolling and extension
57 of certain determinations; providing for retroactive
58 application; amending s. 252.365, F.S.; requiring

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59 agency heads to notify the Governor and the division
60 of the person designated as the emergency coordination
61 officer annually by a specified date; amending s.
62 252.3655, F.S.; creating the natural hazards risks and
63 mitigation interagency coordinating group; providing
64 the purpose of the group; providing for the membership
65 and administration of the group; requiring agency
66 representatives to provide information relating to
67 natural hazards to this state, agency resources, and
68 efforts to address and mitigate risks and impacts of
69 natural hazards; requiring the group to meet in person
70 or by communications media technology at least
71 quarterly for specified purposes; requiring specified
72 agency heads to meet at least annually to strategize
73 and prioritize state efforts; requiring the division,
74 on behalf of the group, to prepare an annual progress
75 report and submit such report to the Governor and
76 Legislature; revising requirements for such report;
77 amending s. 252.37, F.S.; requiring the division to
78 notify the Legislature of its intent to accept or
79 apply for federal funds under certain circumstances;
80 requiring the division to take steps to maximize the
81 availability and expedite the distribution of
82 financial assistance from the Federal Government to
83 state and local agencies; requiring that such steps
84 include the standardization and streamlining of the
85 application process for federal financial assistance
86 and the provision of assistance to applicants for a
87 specified purpose; requiring the division to use

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88 certain federal funds to implement such requirements;
89 amending s. 252.373, F.S.; conforming a cross-
90 reference; amending s. 252.38, F.S.; requiring
91 political subdivisions to annually provide specified
92 notification to the division before a specified date;
93 creating s. 252.381, F.S.; requiring counties and
94 municipalities to post certain information on their
95 websites; requiring counties and municipalities to
96 develop a poststorm permitting plan; providing
97 requirements for such plan; requiring counties and
98 municipalities to update such plan by a specified date
99 annually; requiring counties and municipalities to
100 publish on their websites a specified storm recovery
101 guide by a specified date annually; providing
102 requirements for such guide; requiring certain
103 counties and municipalities to publish on their
104 websites updates to such guide as soon as practicable
105 following a storm; prohibiting certain counties and
106 municipalities from increasing building permit or
107 inspection fees within a specified timeframe;
108 requiring counties and municipalities to allow
109 individuals to receive certain letters electronically
110 on or before a specified date; requiring certain
111 counties and municipalities to use their best efforts
112 to open a permitting office for a minimum number of
113 hours per week; amending s. 252.385, F.S.; revising
114 reporting requirements for the division; revising
115 requirements for a specified list; requiring the
116 Department of Health and the Agency for Persons with

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117 Disabilities to assist the division with certain
118 determinations; creating s. 252.422, F.S.; defining
119 the term "impacted local government"; prohibiting
120 impacted local governments from proposing or adopting
121 certain moratoriums, amendments, or procedures for a
122 specified timeframe; authorizing the enforcement of
123 certain amendments, plans, permits, and orders under
124 certain circumstances; authorizing any person to file
125 suit to enforce specified provisions; authorizing
126 counties and municipalities to request a specified
127 determination by a court; prohibiting counties and
128 municipalities from taking certain actions until the
129 court has issued a preliminary or final judgment;
130 requiring plaintiffs to provide certain notification
131 before filing suit; requiring impacted local
132 governments to take certain actions upon receipt of
133 such notification or a suit may be filed; providing
134 for reasonable attorney fees and costs; authorizing
135 the use of a certain summary procedure; requiring the
136 court to advance the cause on the calendar; requiring
137 the Office of Program Policy Analysis and Government
138 Accountability to conduct a study on certain local
139 government actions after hurricanes; specifying
140 requirements for the study and legislative
141 recommendations; requiring the office to submit a
142 report to the Legislature by a specified date;
143 creating s. 252.505, F.S.; requiring that certain
144 contracts include a specified provision; defining the
145 term "emergency recovery period"; amending s. 373.423,

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146 F.S.; requiring the Department of Environmental
147 Protection to submit a Flood Inventory and Restoration
148 Report to the division by a specified date; requiring
149 the department to work with specified entities to
150 compile information for the report; providing
151 specifications for the report; requiring the owner of
152 certain infrastructure to submit certain information
153 to the department; requiring the department to review
154 and update the report biannually; requiring the
155 department to submit an updated report to the division
156 by a specified date; amending s. 380.0552, F.S.;
157 revising the maximum evacuation clearance time for
158 permanent residents of the Florida Keys Area, which
159 time is an element for which amendments to local
160 comprehensive plans in the Florida Keys Area must be
161 reviewed for compliance; requiring the Department of
162 Commerce to conduct baseline modeling scenarios and
163 gather data to determine the number of building permit
164 allocations for distribution in the Florida Keys Area;
165 requiring that such allocations be distributed in a
166 specified manner and over a specified timeframe;
167 prohibiting such allocations from exceeding a
168 specified number; requiring that permits be issued for
169 certain parcels and the distribution of such permits
170 prioritize specified allocations; amending s. 400.063,
171 F.S.; conforming a cross-reference; amending s.
172 403.7071, F.S.; providing that local governments are
173 authorized and encouraged to add certain addendums to
174 certain contracts and agreements; requiring counties

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175 and municipalities to apply to the department for
176 authorization to designate at least one debris
177 management site; authorizing municipalities to apply
178 jointly with a county or adjacent municipality for
179 authorization of a debris management site if such
180 entities approve a memorandum of understanding;
181 providing requirements for such memorandum; creating
182 s. 489.1132, F.S.; providing definitions; requiring a
183 hurricane preparedness plan to be available for
184 inspection at certain worksites; requiring certain
185 equipment to be secured in a specified manner no later
186 than 24 hours before the impacts of a hurricane are
187 anticipated to begin; providing penalties; requiring
188 the Florida Building Commission to establish specified
189 best practices and report findings to the Legislature
190 by a specified date; amending s. 553.902, F.S.;
191 revising the definition of the term "renovated
192 building"; requiring the division to consult with
193 specified entities to develop certain recommendations
194 and provide a report to the Legislature by a specified
195 date; prohibiting certain counties from proposing or
196 adopting certain moratoriums, amendments, or
197 procedures for a specified timeframe; declaring that
198 such moratoriums, amendments, or procedures are null
199 and void; providing for retroactive application;
200 authorizing the enforcement of certain amendments,
201 plans, permits, and orders under certain
202 circumstances; authorizing certain residents and
203 business owners to bring a civil action for

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204 declaratory and injunctive relief against a county or
205 municipality that violates specified provisions;
206 providing for reasonable attorney fees and costs under
207 specified circumstances; providing for future
208 expiration; providing a directive to the Division of
209 Law Revision; providing effective dates.

210
211 Be It Enacted by the Legislature of the State of Florida:

212
213 Section 1. Section 83.63, Florida Statutes, is amended to
214 read:

215 83.63 Casualty damage.—If the premises are damaged or
216 destroyed other than by the wrongful or negligent acts of the
217 tenant so that the enjoyment of the premises is substantially
218 impaired:⁷

219 (1) The tenant may terminate the rental agreement and
220 immediately vacate the premises. The tenant may vacate the part
221 of the premises rendered unusable by the casualty, in which case
222 the tenant's liability for rent shall be reduced by the fair
223 rental value of that part of the premises damaged or destroyed.
224 If the rental agreement is terminated, the landlord shall comply
225 with s. 83.49(3).

226 (2) The tenant must be given:

227 (a) The opportunity to collect his or her belongings from
228 the premises when it is safe to do so; or

229 (b) Notice of the date by which the tenant will be able to
230 collect his or her belongings from the premises, which must
231 occur within a reasonable time.

232 Section 2. Section 163.31795, Florida Statutes, is created

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233 to read:

234 163.31795 Participation in the National Flood Insurance
235 Program.-

236 (1) For purposes of this section, the term:

237 (a) "Cumulative substantial improvement period" means the
238 period during which an aggregate of improvements or repairs are
239 considered for purposes of determining substantial improvement
240 as defined in s. 161.54(12).

241 (b) "Local government" has the same meaning as in s.
242 163.2514.

243 (2) A local government that is participating in the
244 National Flood Insurance Program may not adopt or enforce an
245 ordinance for substantial improvements or repairs to a structure
246 which includes a cumulative substantial improvement period.

247 Section 3. Subsection (14) is added to section 163.31801,
248 Florida Statutes, to read:

249 163.31801 Impact fees; short title; intent; minimum
250 requirements; audits; challenges.-

251 (14) A local government, school district, or special
252 district may not assess an impact fee for the reconstruction or
253 replacement of a previously existing structure if the
254 replacement structure is of the same land use as the original
255 structure and does not increase the impact on public facilities
256 beyond that of the original structure. However, if the
257 replacement structure increases the demand on public facilities
258 due to a significant increase in size, intensity, or capacity of
259 use, a local government, school district, or special district
260 may assess an impact fee in an amount proportional to the
261 difference in the demand between the replacement structure and

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262 the original structure. Any such fee must be reasonably
263 connected to, or have a rational nexus with, the need for
264 additional capital facilities and the increased impact generated
265 by the reconstruction or replacement of a previously existing
266 structure.

267 Section 4. Paragraph (b) of subsection (4) of section
268 193.155, Florida Statutes, is amended to read:

269 193.155 Homestead assessments.—Homestead property shall be
270 assessed at just value as of January 1, 1994. Property receiving
271 the homestead exemption after January 1, 1994, shall be assessed
272 at just value as of January 1 of the year in which the property
273 receives the exemption unless the provisions of subsection (8)
274 apply.

275 (4)

276 (b)1. Changes, additions, or improvements that replace all
277 or a portion of homestead property, including ancillary
278 improvements, damaged or destroyed by misfortune or calamity
279 shall be assessed upon substantial completion as provided in
280 this paragraph. Such assessment must be calculated using the
281 homestead property's assessed value as of the January 1
282 immediately before the date on which the damage or destruction
283 was sustained, subject to the assessment limitations in
284 subsections (1) and (2), when:

285 a. The square footage of the homestead property as changed
286 or improved does not exceed 130 ~~110~~ percent of the square
287 footage of the homestead property before the damage or
288 destruction; or

289 b. The total square footage of the homestead property as
290 changed or improved does not exceed 2,000 ~~1,500~~ square feet.

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291 2. The homestead property's assessed value must be
292 increased by the just value of that portion of the changed or
293 improved homestead property which is in excess of 130 ~~110~~
294 percent of the square footage of the homestead property before
295 the damage or destruction or of that portion exceeding 2,000
296 ~~1,500~~ square feet.

297 3. Homestead property damaged or destroyed by misfortune or
298 calamity which, after being changed or improved, has a square
299 footage of less than 100 percent of the homestead property's
300 total square footage before the damage or destruction shall be
301 assessed pursuant to subsection (5).

302 4. Changes, additions, or improvements assessed pursuant to
303 this paragraph must be reassessed pursuant to subsection (1) in
304 subsequent years. This paragraph applies to changes, additions,
305 or improvements commenced within 5 years after the January 1
306 following the damage or destruction of the homestead.

307 Section 5. Paragraph (b) of subsection (1) of section
308 215.559, Florida Statutes, is amended to read:

309 215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss
310 Mitigation Program is established in the Division of Emergency
311 Management.

312 (1) The Legislature shall annually appropriate \$10 million
313 of the moneys authorized for appropriation under s.
314 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the
315 division for the purposes set forth in this section. Of the
316 amount:

317 (b) Three million dollars in funds shall be used to
318 construct or retrofit facilities used as public hurricane
319 shelters. Each year the division shall prioritize the use of

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320 these funds for projects included in the annual report ~~of the~~
321 ~~Shelter Development Report~~ prepared in accordance with s.
322 252.385(3). The division shall ~~must~~ give funding priority to
323 projects located in counties regional planning council regions
324 that have shelter deficits, projects that are publicly owned,
325 other than schools, and ~~to~~ projects that maximize the use of
326 state funds.

327 Section 6. Section 250.375, Florida Statutes, is amended to
328 read:

329 250.375 Medical officer authorization.—A servicemember
330 trained to provide medical care who is serving under the
331 direction of the Florida National Guard State Surgeon and is
332 assigned to a military duty position and authorized by the
333 Florida National Guard to provide medical care within the scope
334 of the servicemember's professional licensure by virtue of such
335 duty position may provide such medical care to military
336 personnel and civilians within this state ~~physician who holds an~~
337 ~~active license to practice medicine in any state, a United~~
338 ~~States territory, or the District of Columbia,~~ while serving as
339 a ~~medical officer~~ with or in support of the Florida National
340 Guard, pursuant to federal or state orders, ~~may practice~~
341 ~~medicine on military personnel or civilians~~ during an emergency
342 or declared disaster ~~or during federal military training.~~

343 Section 7. Paragraphs (y) through (dd) of subsection (2) of
344 section 252.35, Florida Statutes, are redesignated as paragraphs
345 (x) through (cc), respectively, paragraphs (a), (c), and (n) and
346 present paragraph (x) of that subsection are amended, and a new
347 paragraph (dd) is added to that subsection, to read:

348 252.35 Emergency management powers; Division of Emergency

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349 Management.—

350 (2) The division is responsible for carrying out the
351 provisions of ss. 252.31-252.90. In performing its duties, the
352 division shall:

353 (a) Prepare a state comprehensive emergency management
354 plan, which must ~~shall~~ be integrated into and coordinated with
355 the emergency management plans and programs of the Federal
356 Government. The division shall adopt the plan as a rule in
357 accordance with chapter 120. The plan must be implemented by a
358 continuous, integrated comprehensive emergency management
359 program. The plan must contain provisions to ensure that the
360 state is prepared for emergencies and minor, major, and
361 catastrophic disasters, and the division shall work closely with
362 local governments and agencies and organizations with emergency
363 management responsibilities in preparing and maintaining the
364 plan. The state comprehensive emergency management plan must be
365 operations oriented and:

366 1. Include an evacuation component that includes specific
367 regional and interregional planning provisions and promotes
368 intergovernmental coordination of evacuation activities. This
369 component must, at a minimum: contain guidelines for lifting
370 tolls on state highways; ensure coordination pertaining to
371 evacuees crossing county lines; set forth procedures for
372 directing people caught on evacuation routes to safe shelter;
373 establish strategies for ensuring sufficient, reasonably priced
374 fueling locations along evacuation routes; and establish
375 policies and strategies for emergency medical evacuations.

376 2. Include a shelter component that includes specific
377 regional and interregional planning provisions and promotes

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378 coordination of shelter activities between the public, private,
379 and nonprofit sectors. This component must, at a minimum:
380 contain strategies to ensure the availability of adequate public
381 shelter space in each county ~~region of the state~~; establish
382 strategies for refuge-of-last-resort programs; provide
383 strategies to assist local emergency management efforts to
384 ensure that adequate staffing plans exist for all shelters,
385 including medical and security personnel; provide for a
386 postdisaster communications system for public shelters;
387 establish model shelter guidelines for operations, registration,
388 inventory, power generation capability, information management,
389 and staffing; and set forth policy guidance for sheltering
390 people with special needs.

391 3. Include a postdisaster response and recovery component
392 that includes specific regional and interregional planning
393 provisions and promotes intergovernmental coordination of
394 postdisaster response and recovery activities. This component
395 must provide for postdisaster response and recovery strategies
396 according to whether a disaster is minor, major, or
397 catastrophic. The postdisaster response and recovery component
398 must, at a minimum: establish the structure of the state's
399 postdisaster response and recovery organization; establish
400 procedures for activating the state's plan; set forth policies
401 used to guide postdisaster response and recovery activities;
402 describe the chain of command during the postdisaster response
403 and recovery period; describe initial and continuous
404 postdisaster response and recovery actions; identify the roles
405 and responsibilities of each involved agency and organization;
406 provide for a comprehensive communications plan; establish

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407 procedures for coordinating and monitoring statewide mutual aid
408 agreements reimbursable under federal public disaster assistance
409 programs; provide for rapid impact assessment teams; ensure the
410 availability of an effective statewide urban search and rescue
411 program coordinated with the fire services; ensure the existence
412 of a comprehensive statewide medical care and relief plan
413 administered by the Department of Health; and establish systems
414 for coordinating volunteers and accepting and distributing
415 donated funds and goods.

416 4. Include additional provisions addressing aspects of
417 preparedness, response, recovery, and mitigation as determined
418 necessary by the division.

419 5. Address the need for coordinated and expeditious
420 deployment of state resources, including the Florida National
421 Guard. In the case of an imminent major disaster, procedures
422 should address predeployment of the Florida National Guard, and,
423 in the case of an imminent catastrophic disaster, procedures
424 should address predeployment of the Florida National Guard and
425 the United States Armed Forces.

426 6. Establish a system of communications and warning to
427 ensure that the state's population and emergency management
428 agencies are warned of developing emergency situations,
429 including public health emergencies, and can communicate
430 emergency response decisions.

431 7. Establish guidelines and schedules for annual exercises
432 that evaluate the ability of the state and its political
433 subdivisions to respond to minor, major, and catastrophic
434 disasters and support local emergency management agencies. Such
435 exercises shall be coordinated with local governments and, to

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436 the extent possible, the Federal Government.

437 8. Assign lead and support responsibilities to state
438 agencies and personnel for emergency support functions and other
439 support activities.

440 9. Include the public health emergency plan developed by
441 the Department of Health pursuant to s. 381.00315.

442 10. Include an update on the status of the emergency
443 management capabilities of the state and its political
444 subdivisions. The update must include the emergency management
445 capabilities related to public health emergencies, as determined
446 in collaboration with the Department of Health.

447
448 The complete state comprehensive emergency management plan must
449 be submitted to the President of the Senate, the Speaker of the
450 House of Representatives, and the Governor on February 1 of
451 every even-numbered year.

452 (c) Assist political subdivisions in preparing and
453 maintaining emergency management plans. Such assistance must
454 include the development of a template for comprehensive
455 emergency management plans, including plans for natural
456 disasters, and guidance on the development of mutual aid
457 agreements.

458 (n) Implement training programs to maintain this state's
459 status as a national leader in emergency management and improve
460 the ability of state and local emergency management personnel to
461 prepare and implement emergency management plans and programs.
462 This must ~~shall~~ include a continuous training program for
463 agencies and individuals who ~~that~~ will be called on to perform
464 key roles in state and local postdisaster response and recovery

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465 efforts and for local government personnel on federal and state
466 postdisaster response and recovery strategies and procedures.
467 The division shall specify requirements for the minimum number
468 of training hours that county or municipal administrators,
469 county or city managers, county or municipal emergency
470 management directors, and county or municipal public works
471 directors or other officials responsible for the construction
472 and maintenance of public infrastructure must complete
473 biennially in addition to the training required pursuant to s.
474 252.38(1)(b). Such training may be provided by the division or,
475 for county personnel, by a foundation that is a not-for-profit
476 corporation under s. 501(c)(3) of the Internal Revenue Code and
477 has a governing board that includes in its membership county
478 commissioners and professional county staff. If training is
479 provided by a foundation, such training must be approved by the
480 division.

481 ~~(x) Report biennially to the President of the Senate, the~~
482 ~~Speaker of the House of Representatives, the Chief Justice of~~
483 ~~the Supreme Court, and the Governor, no later than February 1 of~~
484 ~~every odd-numbered year, the status of the emergency management~~
485 ~~capabilities of the state and its political subdivisions. This~~
486 ~~report must include the emergency management capabilities~~
487 ~~related to public health emergencies, as determined in~~
488 ~~collaboration with the Department of Health.~~

489 (dd) Conduct, by April 1 of each year, an annual hurricane
490 readiness session in each region designated by the division to
491 facilitate coordination between all emergency management
492 stakeholders. Each county emergency management director or his
493 or her designee shall, and other county and municipal personnel

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494 may, attend the session for his or her region. A session must
495 include, but is not limited to, guidance on timelines for
496 preparation and response, information on state and federal
497 postdisaster resources and assistance, guidance to promote
498 efficient and expedited rebuilding of the community after a
499 hurricane, best practices for coordination and communication
500 among entities engaged in postdisaster response and recovery,
501 and discussion of any outstanding county or municipal
502 preparedness or readiness needs.

503 Section 8. Subsection (4) of section 252.355, Florida
504 Statutes, is renumbered as subsection (5), paragraph (b) of
505 subsection (2) is amended, and a new subsection (4) is added to
506 that section, to read:

507 252.355 Registry of persons with special needs; notice;
508 registration program.—

509 (2) In order to ensure that all persons with special needs
510 may register, the division shall develop and maintain a special
511 needs shelter registration program. During a public health
512 emergency in which physical distancing is necessary, as
513 determined by the State Health Officer, the division must
514 maintain information on special needs shelter options that
515 mitigate the threat of the spread of infectious diseases.

516 (b) To assist in identifying persons with special needs,
517 home health agencies, hospices, nurse registries, home medical
518 equipment providers, the Department of Veterans' Affairs, the
519 Department of Children and Families, the Department of Health,
520 the Agency for Health Care Administration, the Department of
521 Education, the Agency for Persons with Disabilities, the
522 Department of Elderly Affairs, and memory disorder clinics

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523 shall, and any physician licensed under chapter 458 or chapter
524 459 and any pharmacy licensed under chapter 465 may, annually
525 provide registration information to all of their special needs
526 clients or their caregivers. The Florida Housing Finance
527 Corporation shall enter into memoranda of understanding with the
528 Department of Elderly Affairs and with the Agency for Persons
529 with Disabilities to ensure special needs registration
530 information is provided to residents of low-income senior
531 independent living properties and independent living properties
532 for persons with intellectual or developmental disabilities
533 funded by the Florida Housing Finance Corporation, respectively.
534 The division shall develop a brochure that provides information
535 regarding special needs shelter registration procedures. The
536 brochure must be easily accessible on the division's website.
537 All appropriate agencies and community-based service providers,
538 including aging and disability resource centers, memory disorder
539 clinics, home health care providers, hospices, nurse registries,
540 and home medical equipment providers, shall, and any physician
541 licensed under chapter 458 or chapter 459 may, assist emergency
542 management agencies by annually registering persons with special
543 needs for special needs shelters, collecting registration
544 information for persons with special needs as part of the
545 program intake process, and establishing programs to educate
546 clients about the registration process and disaster preparedness
547 safety procedures. A client of a state-funded or federally
548 funded service program who has a physical, mental, or cognitive
549 impairment or sensory disability and who needs assistance in
550 evacuating, or when in a shelter, must register as a person with
551 special needs. The registration program shall give persons with

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552 special needs the option of preauthorizing emergency response
553 personnel to enter their homes during search and rescue
554 operations if necessary to ensure their safety and welfare
555 following disasters.

556 (4) The caregiver of a person with special needs who is
557 eligible for admission to a special needs shelter, and all
558 persons for whom he or she is the caregiver, shall be allowed to
559 shelter together in the special needs shelter. If a person with
560 special needs is responsible for the care of persons without
561 special needs, those persons shall be allowed to use the special
562 needs shelter with the person with special needs.

563 Section 9. Effective January 1, 2026, subsection (2) of
564 section 252.3611, Florida Statutes, is amended, and subsection
565 (5) is added to that section, to read:

566 252.3611 Transparency; audits.—

567 (2) If ~~When~~ the duration of a declaration of a state of an
568 emergency issued by the Governor exceeds 90 days:

569 (a) 1. The Executive Office of the Governor or the
570 appropriate agency, within 72 hours after ~~of~~ executing a
571 contract executed with moneys authorized for expenditure to
572 support the response to the declared state of emergency, must
573 ~~the Executive Office of the Governor or the appropriate agency~~
574 ~~shall~~ submit a copy of such contract to the Legislature. For
575 contracts executed during the first 90 days of the declared
576 state of emergency, the Executive Office of the Governor or the
577 appropriate agency shall submit a copy to the Legislature within
578 the first 120 days of the declared state of emergency.

579 2. All contracts executed to support the response to a
580 declared state of emergency, including contracts executed before

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581 a declared state of emergency to secure resources or services in
582 advance or anticipation of an emergency, must be posted on the
583 secure contract tracking system required under s. 215.985(14).

584 (b) The Executive Office of the Governor or the appropriate
585 agency shall submit monthly reports to the Legislature of all
586 state expenditures, revenues received, and funds transferred by
587 an agency during the previous month to support the declared
588 state of emergency.

589 (5) Annually, by January 15, the division shall report to
590 the President of the Senate, the Speaker of the House of
591 Representatives, and the chairs of the appropriations committee
592 of each house of the Legislature on expenditures related to
593 emergencies incurred over the year from November 1 of the
594 previous year. The report must include:

595 (a) A separate summary of each emergency event, whether
596 complete or ongoing, and key actions taken by the division.

597 (b) Details of expenditures, separated by emergency event
598 and agency, for preparing for, responding to, or recovering from
599 the event. The report must specify detailed expenditures for the
600 entire report time period; specify total expenditures for the
601 event; and indicate amounts that are being or are anticipated to
602 be reimbursed by the Federal Emergency Management Agency or
603 other federal entity, amounts ineligible for reimbursement, and
604 any amounts deobligated by the Federal Emergency Management
605 Agency or other federal entity for reimbursement. The division
606 shall review expenditures by state agencies to ensure that
607 efforts, purchases, contracts, or expenditures are not
608 duplicated.

609 (c) An accounting of all inventory and assets purchased,

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610 separated by emergency event and agency, for preparing for,
611 responding to, or recovering from the event, including motor
612 vehicles, boats, computers, and other equipment, and the current
613 status of such assets, including divestment, sale, or donation
614 by the state. The report must include a detailed accounting for
615 the entire report time period and specify a total for the event.

616 Section 10. Paragraph (a) of subsection (1) of section
617 252.363, Florida Statutes, is amended to read:

618 252.363 Tolling and extension of permits and other
619 authorizations.—

620 (1) (a) The declaration of a state of emergency issued by
621 the Governor for a natural emergency tolls the period remaining
622 to exercise the rights under a permit or other authorization for
623 the duration of the emergency declaration. Further, the
624 emergency declaration extends the period remaining to exercise
625 the rights under a permit or other authorization for 24 months
626 in addition to the tolled period. The extended period to
627 exercise the rights under a permit or other authorization may
628 not exceed 48 months in total in the event of multiple natural
629 emergencies for which the Governor declares a state of
630 emergency. The tolling and extension of permits and other
631 authorizations under this paragraph shall apply retroactively to
632 September 28, 2022, except in the case of the formal
633 determination of the delineation of the extent of wetlands under
634 s. 373.421, in which case tolling and extension of
635 determinations under this paragraph shall apply retroactively to
636 January 1, 2023. This paragraph applies to the following:

637 1. The expiration of a development order issued by a local
638 government.

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639 2. The expiration of a building permit.

640 3. The expiration of a permit issued by the Department of
641 Environmental Protection or a water management district pursuant
642 to part IV of chapter 373.

643 4. Permits issued by the Department of Environmental
644 Protection or a water management district pursuant to part II of
645 chapter 373 for land subject to a development agreement under
646 ss. 163.3220-163.3243 in which the permittee and the developer
647 are the same or a related entity.

648 5. The buildout date of a development of regional impact,
649 including any extension of a buildout date that was previously
650 granted as specified in s. 380.06(7)(c).

651 6. The expiration of a development permit or development
652 agreement authorized by Florida Statutes, including those
653 authorized under the Florida Local Government Development
654 Agreement Act, or issued by a local government or other
655 governmental agency.

656 7. The formal determination of the delineation of the
657 extent of wetlands under s. 373.421.

658 Section 11. Subsection (4) of section 252.365, Florida
659 Statutes, is amended to read:

660 252.365 Emergency coordination officers; disaster-
661 preparedness plans.—

662 (4) On or before May 1 of each year, the head of each
663 agency shall notify the Governor and the division in writing of
664 the person initially designated as the emergency coordination
665 officer for such agency and her or his alternate and of any
666 changes in persons so designated thereafter.

667 Section 12. Section 252.3655, Florida Statutes, is amended

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668 to read:

669 252.3655 Natural hazards risks and mitigation interagency
670 coordinating group ~~workgroup~~.—

671 (1) (a) An interagency coordinating group ~~workgroup~~ is
672 created for the purpose of sharing information on the current
673 and potential risks and impacts of natural hazards throughout
674 this ~~the~~ state, coordinating the ongoing efforts of state
675 agencies in addressing and mitigating the risks and impacts of
676 natural hazards, and collaborating on statewide initiatives to
677 address and mitigate the risks and impacts of natural hazards.
678 As used in this section, the term “natural hazards” includes,
679 but is not limited to, extreme heat, drought, wildfire, sea-
680 level change, high tides, storm surge, saltwater intrusion,
681 stormwater runoff, flash floods, inland flooding, and coastal
682 flooding.

683 (b) The agency head, or his or her designated senior
684 manager, from each of the following agencies shall serve on the
685 coordinating group:

686 1. Chief Resilience Officer of the Statewide Office of
687 Resilience.

688 2. Department of Agriculture and Consumer Services.

689 3. Department of Commerce.

690 4. Department of Environmental Protection.

691 5. Department of Financial Services.

692 6. Department of Law Enforcement.

693 7. Department of Highway Safety and Motor Vehicles.

694 8. Department of Military Affairs.

695 9. Division of Emergency Management.

696 10. Department of Transportation.

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697 11. Fish and Wildlife Conservation Commission.

698 12. Office of Insurance Regulation.

699 13. Public Service Commission.

700 14. Each water management district ~~Each agency within the~~
701 ~~executive branch of state government, each water management~~
702 ~~district, and the Florida Public Service Commission shall select~~
703 ~~from within such agency a person to be designated as the agency~~
704 ~~liaison to the workgroup.~~

705 (c) The director of the Division of Emergency Management,
706 or his or her designee, shall serve as the administrator liaison
707 ~~to and coordinator of the coordinating group workgroup.~~

708 (d) Each agency representative liaison shall provide
709 information from his or her respective agency, including all
710 relevant reports, on the current and potential risks and impacts
711 of natural hazards to this state ~~to his or her agency,~~ agency
712 resources available, and efforts made by the agency to address
713 and mitigate the risks and impacts of ~~against~~ natural hazards,
714 ~~and efforts made by the agency to address the impacts of natural~~
715 ~~hazards.~~

716 (e) 1. The coordinating group workgroup shall meet in person
717 or by means of communications media technology as provided in s.
718 120.54(5)(b)2. at least ~~teleconference on a quarterly basis~~ to
719 share information, leverage agency resources, coordinate ongoing
720 efforts, and provide information for inclusion in the annual
721 progress report submitted pursuant to subsection (2). Agency
722 heads for the agencies listed in paragraph (b) shall meet in
723 person at least annually to collectively strategize and
724 prioritize state efforts.

725 2. Information regarding the coordinating group, including

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726 meeting agendas and reports, must be posted in a conspicuous
727 location on the division's website.

728 (2) (a) On behalf of the coordinating group ~~workgroup~~, the
729 division ~~of Emergency Management~~ shall prepare an annual
730 progress report on the implementation of the state's hazard
731 mitigation plan, developed and submitted in accordance with 42
732 U.S.C. s. 5165 and any implementing regulations, as it relates
733 to natural hazards. At a minimum, the annual progress report
734 must:

735 1. Assess each agency's ~~the relevance, level, and~~
736 ~~significance of current agency~~ efforts to address and mitigate
737 the risks and impacts of natural hazards; ~~and~~

738 2. Strategize and prioritize ongoing efforts to address and
739 mitigate the risks and impacts of natural hazards;

740 3. Provide recommendations regarding statutory changes and
741 funding that may assist in addressing or mitigating the risks
742 and impacts of natural hazards; and

743 4. Provide recommendations for state and local natural
744 hazard mitigation strategies.

745 (b) ~~Each liaison is responsible for ensuring that the~~
746 ~~workgroup's annual progress report is posted on his or her~~
747 ~~agency's website.~~

748 (c) ~~By January 1 of each year, 2019, and each year~~
749 ~~thereafter,~~ the division on behalf of the coordinating group
750 ~~workgroup~~ shall submit the annual progress report to the
751 Governor, the President of the Senate, and the Speaker of the
752 House of Representatives.

753 Section 13. Paragraphs (c) and (d) of subsection (5) of
754 section 252.37, Florida Statutes, are redesignated as paragraphs

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755 (d) and (e), respectively, a new paragraph (c) is added to that
756 subsection, and subsection (7) is added to that section, to
757 read:

758 252.37 Financing.—

759 (5) Unless otherwise specified in the General
760 Appropriations Act:

761 (c) If the division intends to accept or apply for federal
762 funds for a division-administered program that is new, that will
763 be implemented in a manner that is innovative or significantly
764 different from the manner in which the program is typically
765 administered, or that will require a state match for which the
766 division will be required to seek new budget authority, the
767 division must notify the Legislature of its intent to accept or
768 apply for the federal funds. The notice must detail the federal
769 program under which the funds will be accepted or applied for,
770 the intended purpose and use of the funds, and the amount of
771 funds, including the estimated state match.

772 (7) The division shall take steps to maximize the
773 availability and expedite the distribution of financial
774 assistance from the Federal Government to state and local
775 agencies. Such steps must include the standardization and
776 streamlining of the application process for financial assistance
777 through the federal Public Assistance Program and provision of
778 assistance to applicants in order to mitigate the risk of
779 noncompliance with federal program requirements. The division
780 shall use federal funds allocated as management costs or other
781 funds as appropriated to implement this subsection.

782 Section 14. Paragraph (a) of subsection (2) of section
783 252.373, Florida Statutes, is amended to read:

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784 252.373 Allocation of funds; rules.—

785 (2) The division shall allocate funds from the Emergency
786 Management, Preparedness, and Assistance Trust Fund to local
787 emergency management agencies and programs pursuant to criteria
788 specified in rule. Such rules shall include, but are not limited
789 to:

790 (a) Requiring that, at a minimum, a local emergency
791 management agency either:

792 1. Have a program director who works at least 40 hours a
793 week in that capacity; or

794 2. If the county has fewer than 75,000 population or is
795 party to an interjurisdictional emergency management agreement
796 entered into pursuant to s. 252.38(3)(c) ~~s. 252.38(3)(b)~~, that
797 is recognized by the Governor by executive order or rule, have
798 an emergency management coordinator who works at least 20 hours
799 a week in that capacity.

800 Section 15. Paragraphs (a) and (b) of subsection (3) of
801 section 252.38, Florida Statutes, are redesignated as paragraphs
802 (b) and (c), respectively, a new paragraph (a) is added to that
803 subsection, and paragraph (a) of subsection (1) is amended, to
804 read:

805 252.38 Emergency management powers of political
806 subdivisions.—Safeguarding the life and property of its citizens
807 is an innate responsibility of the governing body of each
808 political subdivision of the state.

809 (1) COUNTIES.—

810 (a) In order to provide effective and orderly governmental
811 control and coordination of emergency operations in emergencies
812 within the scope of ss. 252.31-252.90, each county within this

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813 state shall be within the jurisdiction of, and served by, the
814 division. Except as otherwise provided in ss. 252.31-252.90,
815 each local emergency management agency shall have jurisdiction
816 over and serve an entire county. Unless part of an
817 interjurisdictional emergency management agreement entered into
818 pursuant to paragraph (3) (c) ~~(3) (b)~~ which is recognized by the
819 Governor by executive order or rule, each county must establish
820 and maintain such an emergency management agency and shall
821 develop a county emergency management plan and program that is
822 coordinated and consistent with the state comprehensive
823 emergency management plan and program. Counties that are part of
824 an interjurisdictional emergency management agreement entered
825 into pursuant to paragraph (3) (c) ~~(3) (b)~~ which is recognized by
826 the Governor by executive order or rule shall cooperatively
827 develop an emergency management plan and program that is
828 coordinated and consistent with the state comprehensive
829 emergency management plan and program.

830 (3) EMERGENCY MANAGEMENT POWERS; POLITICAL SUBDIVISIONS.—

831 (a) Each political subdivision shall notify the division on
832 or before May 1 each year of the person designated as the
833 emergency contact for the political subdivision and his or her
834 alternate and of any changes in persons so designated
835 thereafter. For a county, the emergency contact must be the
836 county emergency management director.

837 Section 16. Section 252.381, Florida Statutes, is created
838 to read:

839 252.381 Information related to natural emergencies;
840 poststorm county and municipal permitting; operations.—

841 (1) Each county and municipality must post on its publicly

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842 accessible website:

843 (a) A frequently asked questions web page related to
844 natural emergency response, emergency preparedness, and public
845 relief for residents following an emergency. The web page must
846 answer questions concerning resident evacuations; safety tips;
847 generator, food and drinking water, and wastewater and
848 stormwater safety; damage assessment; debris cleanup; accessing
849 assistance through the Federal Emergency Management Agency and
850 this state; building recovery; natural emergency guidance;
851 applicable laws; and what to do before, during, and after an
852 emergency.

853 (b) A disaster supply list and a list of emergency
854 shelters.

855 (c) Links to information about flood zones.

856 (d) A checklist for residents explaining next steps to take
857 during postdisaster recovery.

858 (e) Information specific to persons with disabilities,
859 including, but not limited to, guidelines for special needs
860 shelter registration; an explanation of how to register for
861 special needs shelters and where to obtain assistance with that
862 process; guidelines as to the level of care that is or is not
863 provided at a special needs shelter as well as situations when
864 either a general population shelter or hospital should be
865 considered; and any other postdisaster assistance or resources
866 available to affected persons with disabilities impacted by a
867 disaster.

868 (2) (a) Each county and municipality shall develop a
869 poststorm permitting plan to expedite recovery and rebuilding by
870 providing for special building permit and inspection procedures

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871 after a hurricane or tropical storm. The plan must, at a
872 minimum:

873 1. Ensure sufficient personnel are prepared and available
874 to expeditiously manage postdisaster building inspection,
875 permitting, and enforcement tasks. The plan must anticipate
876 conditions that would necessitate supplemental personnel for
877 such tasks and address methods for fulfilling such personnel
878 needs, including through mutual aid agreements as authorized in
879 s. 252.40, other arrangements, such as those with private sector
880 contractors, or supplemental state or federal funding. The plan
881 must include training requirements and protocols for
882 supplemental personnel to ensure compliance with local
883 floodplain management requirements that apply within the county
884 or municipality.

885 2. Account for multiple or alternate locations where
886 building permit services may be offered in person to the public
887 following a hurricane or tropical storm during regular business
888 hours.

889 3. Specify a protocol to expedite permitting procedures
890 and, if practicable, for the waiver or reduction of applicable
891 fees in accordance with and in addition to the procedures and
892 waivers provided for under s. 553.7922. The plan must identify
893 the types of permits that are frequently requested following a
894 hurricane or tropical storm and methods to expedite the
895 processing of such permits.

896 4. Specify procedures and resources necessary to promote
897 expeditious debris removal following a hurricane or tropical
898 storm.

899 (b) Each county and municipality shall update the plan no

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900 later than May 1 annually.

901 (3) (a) By May 1 annually, each county and municipality
902 shall publish on its website a hurricane and tropical storm
903 recovery permitting guide for residential and commercial
904 property owners. The guide must describe:

905 1. The types of poststorm repairs that require a permit and
906 applicable fees.

907 2. The types of poststorm repairs that do not require a
908 permit.

909 3. The poststorm permit application process and specific
910 modifications the county or municipality commonly makes to
911 expedite the process, including the physical locations where
912 permitting services will be offered.

913 4. Local requirements for rebuilding specific to the county
914 or municipality, including elevation requirements following
915 substantial damage and substantial improvement pursuant to the
916 National Flood Insurance Program (NFIP) and any local amendments
917 to the building code.

918 (b) As soon as practicable following a hurricane or
919 tropical storm, a county or municipality within the area for
920 which a state of emergency pursuant to s. 252.36 for such
921 hurricane or tropical storm is declared shall publish updates on
922 its website to the information required under paragraph (a)
923 which are specific to such storm, including any permitting fee
924 waivers or reductions.

925 (4) For 180 days after a state of emergency is declared
926 pursuant to s. 252.36 for a hurricane or tropical storm, a
927 county or municipality within the area for which the state of
928 emergency is declared may not increase building permit or

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929 inspection fees.

930 (5) On or before May 1, 2026, each county and municipality
931 must provide an online option for receiving, reviewing, and
932 accessing substantial damage and substantial improvement
933 letters. The county or municipality must allow homeowners to
934 provide an e-mail address where they can receive digital copies
935 of such letters.

936 (6) As soon as reasonably practicable following the
937 landfall and passage of a hurricane or tropical storm, each
938 county and municipality that has experienced a direct impact
939 from a natural emergency must use its best efforts to open a
940 permitting office at which residents can access government
941 services for at least 40 hours per week.

942 Section 17. Subsections (2) and (3) of section 252.385,
943 Florida Statutes, are amended to read:

944 252.385 Public shelter space; public records exemption.—

945 (2) ~~(a)~~ The division shall administer a program to survey
946 existing schools, universities, community colleges, and other
947 state-owned, municipally owned, and county-owned public
948 buildings and any private facility that the owner, in writing,
949 agrees to provide for use as a public hurricane evacuation
950 shelter to identify those that are appropriately designed and
951 located to serve as such shelters. The owners of the facilities
952 must be given the opportunity to participate in the surveys. The
953 state university boards of trustees, district school boards,
954 community college boards of trustees, and the Department of
955 Education are responsible for coordinating and implementing the
956 survey of public schools, universities, and community colleges
957 with the division or the local emergency management agency.

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958 ~~(b) By January 31 of each even numbered year, the division~~
959 ~~shall prepare and submit a statewide emergency shelter plan to~~
960 ~~the Governor and Cabinet for approval, subject to the~~
961 ~~requirements for approval in s. 1013.37(2). The emergency~~
962 ~~shelter plan must project, for each of the next 5 years, the~~
963 ~~hurricane shelter needs of the state, including periods of time~~
964 ~~during which a concurrent public health emergency may~~
965 ~~necessitate more space for each individual to accommodate~~
966 ~~physical distancing. In addition to information on the general~~
967 ~~shelter needs throughout this state, the plan must identify the~~
968 ~~general location and square footage of special needs shelters,~~
969 ~~by regional planning council region. The plan must also include~~
970 ~~information on the availability of shelters that accept pets.~~
971 ~~The Department of Health shall assist the division in~~
972 ~~determining the estimated need for special needs shelter space~~
973 ~~and the adequacy of facilities to meet the needs of persons with~~
974 ~~special needs based on information from the registries of~~
975 ~~persons with special needs and other information.~~

976 (3)(a) The division shall annually provide by October 15 to
977 the Governor, the President of the Senate, and the Speaker of
978 the House of Representatives a report that includes, and the
979 ~~Governor~~ a list of facilities recommended to be retrofitted
980 using state funds. State funds should be maximized and targeted
981 to projects in counties ~~regional planning council regions~~ with
982 hurricane evacuation shelter deficits. Additionally, the
983 division shall prioritize on the list of recommended facilities
984 other state-owned, municipal-owned, and county-owned public
985 buildings, other than schools, for retrofitting using state
986 funds. The owner or lessee of a public hurricane evacuation

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987 shelter that is included on the list of facilities recommended
988 for retrofitting is not required to perform any recommended
989 improvements.

990 (b) The report required in paragraph (a) must include a
991 statewide emergency shelter plan that must project, for each of
992 the next 5 years, the hurricane shelter needs of the state. In
993 addition to information on the general shelter needs throughout
994 this state, the plan must identify, by county, the general
995 location and square footage of special needs shelters. The plan
996 must also include information on the availability of shelters
997 that accept pets. The Department of Health and the Agency for
998 Persons with Disabilities shall assist the division in
999 determining the estimated need for special needs shelter space,
1000 the estimated need for general shelter space to accommodate
1001 persons with developmental disabilities, including, but not
1002 limited to, autism, and the adequacy of facilities to meet the
1003 needs of persons with special needs based on information from
1004 the registries of persons with special needs and other
1005 information.

1006 Section 18. Section 252.422, Florida Statutes, is created
1007 to read:

1008 252.422 Restrictions on county or municipal regulations
1009 after a hurricane.—

1010 (1) As used in this section, the term "impacted local
1011 government" means a county listed in a federal disaster
1012 declaration located entirely or partially within 100 miles of
1013 the track of a storm declared to be a hurricane by the National
1014 Hurricane Center while the storm was categorized as a hurricane
1015 or a municipality located within such a county.

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1016 (2) For 1 year after a hurricane makes landfall, an
1017 impacted local government may not propose or adopt:

1018 (a) A moratorium on construction, reconstruction, or
1019 redevelopment of any property.

1020 (b) A more restrictive or burdensome amendment to its
1021 comprehensive plan or land development regulations.

1022 (c) A more restrictive or burdensome procedure concerning
1023 review, approval, or issuance of a site plan, development
1024 permit, or development order, to the extent that those terms are
1025 defined in s. 163.3164.

1026 (3) Notwithstanding subsection (2), a comprehensive plan
1027 amendment, land development regulation amendment, site plan,
1028 development permit, or development order approved or adopted by
1029 an impacted local government before or after the effective date
1030 of this act may be enforced if:

1031 (a) The associated application is initiated by a private
1032 party other than the impacted local government and the property
1033 that is the subject of the application is owned by the
1034 initiating private party;

1035 (b) The proposed comprehensive plan amendment was submitted
1036 to reviewing agencies pursuant to s. 163.3184 before landfall;
1037 or

1038 (c) The proposed comprehensive plan amendment or land
1039 development regulation is approved by the state land planning
1040 agency pursuant to s. 380.05.

1041 (4) (a) Any person may file suit against any impacted local
1042 government for declaratory and injunctive relief to enforce this
1043 section.

1044 (b) A county or municipality may request a determination by

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1045 a court of competent jurisdiction as to whether such action
1046 violates this section. Upon such a request, the county or
1047 municipality may not enforce the action until the court has
1048 issued a preliminary or final judgment determining whether the
1049 action violates this section.

1050 (c) Before a plaintiff may file suit, the plaintiff shall
1051 notify the impacted local government by setting forth the facts
1052 upon which the complaint or petition is based and the reasons
1053 the impacted local government's action violates this section.
1054 Upon receipt of the notice, the impacted local government shall
1055 have 14 days to withdraw or revoke the action at issue or
1056 otherwise declare it void. If the impacted local government does
1057 not withdraw or revoke the action at issue within the time
1058 prescribed, the plaintiff may file suit. The plaintiff shall be
1059 entitled to entry of a preliminary injunction to prevent the
1060 impacted local government from implementing the challenged
1061 action during pendency of the litigation. In any action
1062 instituted pursuant to this paragraph, the prevailing plaintiff
1063 shall be entitled to reasonable attorney fees and costs.

1064 (d) In any case brought under this section, all parties are
1065 entitled to the summary procedure provided in s. 51.011, and the
1066 court shall advance the cause on the calendar.

1067 (5) The Office of Program Policy Analysis and Government
1068 Accountability (OPPAGA) shall conduct a study on actions taken
1069 by local governments after hurricanes which are related to
1070 comprehensive plans, land development regulations, and
1071 procedures for review, approval, or issuance of site plans,
1072 permits, or development orders. The study must focus on the
1073 impact that local governmental actions, including moratoriums,

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1074 ordinances, and procedures, have had or may have on
1075 construction, reconstruction, or redevelopment of any property
1076 damaged by hurricanes. In its research, OPPAGA shall survey
1077 stakeholders that play integral parts in the rebuilding and
1078 recovery process. OPPAGA shall make recommendations for
1079 legislative options to remove impediments to the construction,
1080 reconstruction, or redevelopment of any property damaged by a
1081 hurricane and prevent the implementation by local governments of
1082 burdensome or restrictive procedures and processes. OPPAGA shall
1083 submit the report to the President of the Senate and the Speaker
1084 of the House of Representatives by December 1, 2025.

1085 Section 19. Effective January 1, 2026, section 252.505,
1086 Florida Statutes, is created to read:

1087 252.505 Breach of contract during emergency recovery
1088 periods for natural emergencies.—Each state or local government
1089 contract for goods or services related to emergency response for
1090 a natural emergency entered into, renewed, or amended on or
1091 after July 1, 2025, must include a provision that requires a
1092 vendor or service provider that breaches such contract during an
1093 emergency recovery period to pay a \$5,000 penalty and damages,
1094 which may be either actual and consequential damages or
1095 liquidated damages. As used in this section, the term “emergency
1096 recovery period” means a 1-year period that begins on the date
1097 that the Governor initially declared a state of emergency for a
1098 natural emergency.

1099 Section 20. Subsection (4) is added to section 373.423,
1100 Florida Statutes, to read:

1101 373.423 Inspection.—

1102 (4) (a) By September 1, 2026, the department shall submit a

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1103 Flood Inventory and Restoration Report to the Division of
1104 Emergency Management. The department must work with water
1105 management districts, local governments, and operators of public
1106 and private stormwater management systems to compile the
1107 necessary information for the report, which must:

1108 1. Identify priority infrastructure needs within each water
1109 management district jurisdiction that may result in flooding or
1110 property damage or threaten human health if left unaddressed;

1111 2. Identify locations that have both historic flooding
1112 occurrences, based on flood zones identified by the Federal
1113 Emergency Management Agency, and the potential to flood from
1114 future significant storm events, such as hurricanes and tropical
1115 storms;

1116 3. For each location identified in subparagraph 1. or
1117 subparagraph 2., include an inspection and maintenance schedule
1118 and specific information on the age of the infrastructure,
1119 upstream impacts, and other factors that may lead to system
1120 failure if unaddressed; and

1121 4. Include a list of facilities prioritized for funding to
1122 address flooding issues.

1123 (b) The owner of any priority infrastructure identified in
1124 the report must submit an inspection and maintenance schedule to
1125 the department.

1126 (c) The department must review and update the report on a
1127 biannual basis. The report must provide information regarding
1128 compliance with the inspection and maintenance schedules,
1129 include any additional revisions based on storm event
1130 experience, and revise the list of facilities as new flooding
1131 events take place and new projects are implemented to alleviate

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1132 infrastructure deficiencies which led to flooding events. The
1133 department must submit an updated report to the Division of
1134 Emergency Management by September 1 of each year in which the
1135 report is due.

1136 Section 21. Paragraph (a) of subsection (9) of section
1137 380.0552, Florida Statutes, is amended to read:

1138 380.0552 Florida Keys Area; protection and designation as
1139 area of critical state concern.—

1140 (9) MODIFICATION TO PLANS AND REGULATIONS.—

1141 (a) Any land development regulation or element of a local
1142 comprehensive plan in the Florida Keys Area may be enacted,
1143 amended, or rescinded by a local government, but the enactment,
1144 amendment, or rescission becomes effective only upon approval by
1145 the state land planning agency. The state land planning agency
1146 shall review the proposed change to determine if it is in
1147 compliance with the principles for guiding development specified
1148 in chapter 27F-8, Florida Administrative Code, as amended
1149 effective August 23, 1984, and must approve or reject the
1150 requested changes within 60 days after receipt. Amendments to
1151 local comprehensive plans in the Florida Keys Area must also be
1152 reviewed for compliance with the following:

1153 1. Construction schedules and detailed capital financing
1154 plans for wastewater management improvements in the annually
1155 adopted capital improvements element, and standards for the
1156 construction of wastewater treatment and disposal facilities or
1157 collection systems that meet or exceed the criteria in s.
1158 403.086(11) for wastewater treatment and disposal facilities or
1159 s. 381.0065(4)(1) for onsite sewage treatment and disposal
1160 systems.

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1161 2. Goals, objectives, and policies to protect public safety
1162 and welfare in the event of a natural disaster by maintaining a
1163 hurricane evacuation clearance time for permanent residents of
1164 no more than 24.5 ~~24~~ hours. The hurricane evacuation clearance
1165 time shall be determined by a hurricane evacuation study
1166 conducted in accordance with a professionally accepted
1167 methodology and approved by the state land planning agency. For
1168 purposes of hurricane evacuation clearance time:

1169 a. Mobile home residents are not considered permanent
1170 residents.

1171 b. The City of Key West Area of Critical State Concern
1172 established by chapter 28-36, Florida Administrative Code, shall
1173 be included in the hurricane evacuation study and is subject to
1174 the evacuation requirements of this subsection.

1175 Section 22. The Department of Commerce shall conduct
1176 baseline modeling scenarios and gather data in order to
1177 determine a number of building permit allocations to be
1178 distributed in the Florida Keys Area based upon the hurricane
1179 evacuation clearance time provided in s. 380.0552(9)(a), Florida
1180 Statutes, as amended by this act. The permit allocations must be
1181 distributed to counties and municipalities based on the number
1182 of vacant buildable lots within each jurisdiction. The permit
1183 allocations must be distributed over a period of at least 10
1184 years but may not exceed 900 total permit allocations. All
1185 permits must be issued for vacant, buildable parcels, of which
1186 only one may be awarded for any individual parcel, and the
1187 distribution of which must prioritize allocations for owner-
1188 occupied residences, affordable housing, and workforce housing.

1189 Section 23. Subsection (1) of section 400.063, Florida

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1190 Statutes, is amended to read:

1191 400.063 Resident protection.—

1192 (1) The Health Care Trust Fund shall be used for the
1193 purpose of collecting and disbursing funds generated from the
1194 license fees and administrative fines as provided for in ss.
1195 393.0673(5), 400.062(3), 400.121(2), and 400.23(8). Such funds
1196 shall be for the sole purpose of paying for the appropriate
1197 alternate placement, care, and treatment of residents who are
1198 removed from a facility licensed under this part or a facility
1199 specified in s. 393.0678(1) in which the agency determines that
1200 existing conditions or practices constitute an immediate danger
1201 to the health, safety, or security of the residents. If the
1202 agency determines that it is in the best interest of the health,
1203 safety, or security of the residents to provide for an orderly
1204 removal of the residents from the facility, the agency may
1205 utilize such funds to maintain and care for the residents in the
1206 facility pending removal and alternative placement. The
1207 maintenance and care of the residents shall be under the
1208 direction and control of a receiver appointed pursuant to s.
1209 393.0678(1) or s. 400.126(1). However, funds may be expended in
1210 an emergency upon a filing of a petition for a receiver, upon
1211 the declaration of a state of local emergency pursuant to s.
1212 252.38(3)(b)5. ~~s. 252.38(3)(a)5.~~, or upon a duly authorized
1213 local order of evacuation of a facility by emergency personnel
1214 to protect the health and safety of the residents.

1215 Section 24. Subsection (7) of section 403.7071, Florida
1216 Statutes, is amended, and subsection (8) is added to that
1217 section, to read:

1218 403.7071 Management of storm-generated debris.—Solid waste

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1219 generated as a result of a storm event that is the subject of an
1220 emergency order issued by the department may be managed as
1221 follows:

1222 (7) Unless otherwise specified in a contract or franchise
1223 agreement between a local government and a private solid waste
1224 or debris management service provider, a private solid waste or
1225 debris management service provider is not required to collect
1226 storm-generated yard trash, debris, or waste. Local governments
1227 are authorized and encouraged to add an addendum to existing
1228 contracts or franchise agreements for collection of storm-
1229 generated debris.

1230 (8) (a) Each county and municipality shall apply to the
1231 department for authorization of at least one debris management
1232 site as described in subsection (2) and shall annually seek
1233 preauthorization for any previously approved debris management
1234 sites, as allowed by the department.

1235 (b) A municipality may jointly apply for authorization of a
1236 debris management site with a county or at least one adjacent
1237 municipality, if the parties develop and approve a memorandum of
1238 understanding. Such memorandum must clearly outline the capacity
1239 of the debris management site and location of the site relative
1240 to each party. The memorandum of understanding must be approved
1241 annually as part of the preauthorization process described in
1242 paragraph (a).

1243 Section 25. Section 489.1132, Florida Statutes, is created
1244 to read:

1245 489.1132 Regulation of hoisting equipment used in
1246 construction, demolition, or excavation work during a
1247 hurricane.-

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1248 (1) As used in this section, the term:

1249 (a) "Controlling entity" means the general contractor,
1250 prime contractor, or construction manager with overall
1251 responsibility for a construction project.

1252 (b) "Hoisting equipment" means power-operated cranes,
1253 derricks, and hoists used in construction, demolition, or
1254 excavation work that are regulated by the Occupational Safety
1255 and Health Administration.

1256 (c) "Mobile crane" means a type of hoisting equipment
1257 incorporating a cable-suspended latticed boom or hydraulic
1258 telescoping boom designed to be moved between operating
1259 locations by transport over a roadway. The term does not include
1260 a mobile crane with a boom length of less than 25 feet or a
1261 maximum rated load capacity of less than 15,000 pounds.

1262 (d) "Tower crane" means a type of hoisting equipment using
1263 a vertical mast or tower to support a working boom in an
1264 elevated position if the working boom can rotate to move loads
1265 laterally either by rotating at the top of the mast or tower or
1266 by the rotation of the mast or tower itself, whether the mast or
1267 tower base is fixed in one location or ballasted and moveable
1268 between locations.

1269 (2) (a) When a tower crane or mobile crane is located on a
1270 worksite, a hurricane preparedness plan for the crane must be
1271 available for inspection at the worksite.

1272 (b) In preparation for a hurricane, the controlling entity
1273 must ensure that hoisting equipment is secured in the following
1274 manner no later than 24 hours before the impacts of the
1275 hurricane are anticipated to begin:

1276 1. All hoisting equipment must be secured in compliance

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1277 with manufacturer recommendations relating to hurricane and
1278 high-wind events, including any recommendations relating to the
1279 placement, use, and removal of advertising banners and rigging.

1280 2. Tower crane turntables must be lubricated before the
1281 event.

1282 3. Fixed booms on mobile cranes must be laid down whenever
1283 feasible.

1284 4. Booms on hydraulic cranes must be retracted and stored.

1285 5. The counterweights of any hoists must be locked below
1286 the top tie-in.

1287 6. Tower cranes must be set in the weathervane position.

1288 7. All rigging must be removed from hoist blocks.

1289 8. All power at the base of tower cranes must be
1290 disconnected.

1291 (3) A person licensed under this part who intentionally
1292 violates this section is subject to discipline under ss. 455.227
1293 and 489.129.

1294 (4) The Florida Building Commission shall establish best
1295 practices for the utilization of tower cranes and hoisting
1296 equipment on construction job sites during hurricane season and
1297 report its findings to the Legislature by December 31, 2026.

1298 Section 26. Subsection (6) of section 553.902, Florida
1299 Statutes, is amended to read:

1300 553.902 Definitions.—As used in this part, the term:

1301 (6) “Renovated building” means a residential or
1302 nonresidential building undergoing alteration that varies or
1303 changes insulation, HVAC systems, water heating systems, or
1304 exterior envelope conditions, if the estimated cost of
1305 renovation exceeds 30 percent of the assessed value of the

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1306 structure. However, if the alteration is a result of a natural
1307 disaster that is the subject of a declaration of a state of
1308 emergency by the Governor, the estimated cost of renovation must
1309 exceed 75 percent of the fair market value of the building
1310 before the natural disaster.

1311 Section 27. The Division of Emergency Management shall
1312 consult with local governments, the Department of Business and
1313 Professional Regulation, the Department of Environmental
1314 Protection, and any other appropriate agencies to develop
1315 recommendations for statutory changes necessary to streamline
1316 the permitting process for repairing and rebuilding structures
1317 damaged during natural emergencies. By July 1, 2026, the
1318 division shall provide a report containing such recommendations
1319 to the President of the Senate and the Speaker of the House of
1320 Representatives.

1321 Section 28. (1) Each county listed in the Federal Disaster
1322 Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-
1323 4828), or Hurricane Milton (DR-4834), and each municipality
1324 within one of those counties, may not propose or adopt any
1325 moratorium on construction, reconstruction, or redevelopment of
1326 any property damaged by such hurricanes; propose or adopt more
1327 restrictive or burdensome amendments to its comprehensive plan
1328 or land development regulations; or propose or adopt more
1329 restrictive or burdensome procedures concerning review,
1330 approval, or issuance of a site plan, development permit, or
1331 development order, to the extent that those terms are defined by
1332 s. 163.3164, Florida Statutes, before October 1, 2027, and any
1333 such moratorium or restrictive or burdensome comprehensive plan
1334 amendment, land development regulation, or procedure shall be

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1335 null and void ab initio. This subsection applies retroactively
1336 to August 1, 2024.

1337 (2) Notwithstanding subsection (1), any comprehensive plan
1338 amendment, land development regulation amendment, site plan,
1339 development permit, or development order approved or adopted by
1340 a county or municipality before or after the effective date of
1341 this act may be enforced if:

1342 (a) The associated application is initiated by a private
1343 party other than the county or municipality.

1344 (b) The property that is the subject of the application is
1345 owned by the initiating private party.

1346 (3) (a) A resident of or the owner of a business in a county
1347 or municipality may bring a civil action for declaratory and
1348 injunctive relief against the county or municipality for a
1349 violation of this section. Pending adjudication of the action
1350 and upon filing of a complaint showing a violation of this
1351 section, the resident or business owner is entitled to a
1352 preliminary injunction against the county or municipality
1353 preventing implementation of the moratorium or the comprehensive
1354 plan amendment, land development regulation, or procedure. If
1355 such civil action is successful, the resident or business owner
1356 is entitled to reasonable attorney fees and costs.

1357 (b) Attorney fees and costs and damages may not be awarded
1358 pursuant to this subsection if:

1359 1. The resident or business owner provides the governing
1360 body of the county or municipality written notice that a
1361 proposed or enacted moratorium, comprehensive plan amendment,
1362 land development regulation, or procedure is in violation of
1363 this section; and

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1364 2. The governing body of the county or municipality
1365 withdraws the proposed moratorium, comprehensive plan amendment,
1366 land development regulation, or procedure within 14 days; or, in
1367 the case of an adopted moratorium, comprehensive plan amendment,
1368 land development regulation, or procedure, the governing body of
1369 a county or municipality notices an intent to repeal within 14
1370 days after receipt of the notice and repeals the moratorium,
1371 comprehensive plan amendment, land development regulation, or
1372 procedure within 14 days thereafter.

1373 (4) This section expires June 30, 2028.

1374 Section 29. The Division of Law Revision is directed to
1375 replace the phrase "the effective date of this act" wherever it
1376 occurs in this act with the date this act becomes a law.

1377 Section 30. Except as otherwise provided in this act, this
1378 act shall take effect upon becoming a law.



Legislation Text

File #: 26-7699, Version: 1

ITEM: RESOLUTION NO. R2026-13 (RESOLUTION OF SUPPORT FOR PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) TRANSPORTATION ALTERNATIVES (TA) GRANT PROGRAM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO SUPPORT AN APPLICATION FOR FINANCIAL ASSISTANCE PURSUANT TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) TRANSPORTATION ALTERNATIVES (TA) PROGRAM FOR FUNDING IN THE AMOUNT OF \$1.5 MILLION FOR BIKE LANES ON SOUTH SHORE BOULEVARD; AGREEING TO FUND THE LOCAL SHARE OF THE PROJECT AND THE ONGOING MAINTENANCE AND OPERATIONS EXPENSES ASSOCIATED WITH THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2026-13, supporting Wellington's application for financial assistance pursuant to the Palm Beach Metropolitan Planning Organization (MPO) Transportation Alternatives (TA) program for funding in the amount of \$1.5 million for bike lanes on South Shore Boulevard.

EXPLANATION: Wellington submitted a Transportation Alternatives (TA) grant application to the Metropolitan Planning Organization (MPO) in February 2026. The Village of Wellington desires to install bike lanes on South Shore Boulevard, including the expansion of roadway shoulders, installing green-colored bike lanes at intersections, installing wayfinding and bike lane signs ("Project"), to expand the bike network and create safer conditions for bikers.

The scope of the project is South Shore Boulevard from Lake Worth Road to Forest Hill Boulevard; approximately 3.5 miles.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funding will be included in a future budget, if the grant application is approved.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2026-13, supporting Wellington's application for financial assistance pursuant to the Palm Beach Metropolitan Planning Organization (MPO) Transportation Alternatives (TA) program for funding in the amount of \$1.5 million for bike lanes on South Shore Boulevard.

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RESOLUTION NO. R2026-13

A RESOLUTION OF WELLINGTON, FLORIDA’S COUNCIL TO SUPPORT AN APPLICATION FOR FINANCIAL ASSISTANCE PURSUANT TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) TRANSPORTATION ALTERNATIVES (TA) PROGRAM FOR FUNDING IN THE AMOUNT OF \$1.5 MILLION FOR BIKE LANES ON SOUTH SHORE BOULEVARD; AGREEING TO FUND THE LOCAL SHARE OF THE PROJECT AND THE ONGOING MAINTENANCE AND OPERATIONS EXPENSES ASSOCIATED WITH THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Wellington is eligible and applied for funding in an amount not to exceed \$1.5 Million from the MPO Transportation Alternatives Program; and

WHEREAS, the Village of Wellington desires to install bike lanes on South Shore Boulevard, including the expansion of roadway shoulders, installing green-colored bike lanes at intersections, installing wayfinding and bike lane signs (“Project”), to expand the bike network and create safer conditions for bikers; and

WHEREAS, the Project includes an approximate 3.5-mile segment from Lake Worth Road to Forest Hill Boulevard and will be constructed completely within the right-of-way owned by the Village of Wellington; and

WHEREAS, if the Project is funded by the MPO, the Village of Wellington agrees to appropriate such funds as may be necessary to design the Project, to manage the construction of the Project, and to be reimbursed for eligible construction costs associated with the Project in an amount not to exceed \$1.5 Million; and

WHEREAS, after construction of the Project, the Village of Wellington agrees to appropriate such funds as may be necessary for the continued operation and maintenance of the Project.

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

SECTION 1. The foregoing recitals are incorporated herein as true and correct findings of the Village of Wellington.

SECTION 2. The Council of the Village of Wellington, Florida, hereby supports the application submitted to the Palm Beach Metropolitan Planning Organization for a Transportation Alternatives grant for the funding of the Project to install bike lanes on South Shore Boulevard from Lake Worth Road to Forest Hill Boulevard.

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

PASSED AND ADOPTED this 14th day of April, 2026.

ATTEST:

WELLINGTON, FLORIDA

BY: _____
Chevelle Addie, Village Clerk

BY: _____
Michael J. Napoleone, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney



Legislation Text

File #: 26-7681, Version: 1

ITEM: OUTSIDE LEGAL FEES AND COSTS - JOHNSON ANSELMO MURDOCK BURKE PIPER & HOCHMAN, P.A.

REQUEST: Request for continued use of outside professional legal services to assist in matters relating to the Brefrank Quiet Title matter.

EXPLANATION: The Village uses outside legal counsel to assist in matters that require specialized knowledge and skill. On October 15, 2025, the Village entered into an agreement with Johnson Anselmo Murdock Burke Piper & Hochman, P.A. relating to the Brefrank Quiet Title matter. To date, fees totaling \$51,921.09 have been incurred. These outside legal expenses were anticipated and are part of the 2026 fiscal year legal budget. Pursuant to Wellington's purchasing policy, legal expenses are exempt from competitive bidding requirements. However, individual expenditures for which the cumulative totals exceed \$50,000 for any single project require Council approval.

Staff recommends approval of continued use of outside legal services provided by Johnson Anselmo Murdock Burke Piper & Hochman, P.A. in an amount up to \$20,000 through September 30, 2026. Sufficient funds have been allocated in the legal budget for outside legal services to cover the costs of these expenditures. Brefrank will reimburse the Village 50% of the fees incurred at the conclusion of the litigation.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Sufficient funds have been allocated in the Legal Budget for outside legal services.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Request for continued use of outside professional legal services to assist in matters relating to the Brefrank Quiet Title matter.



Legislation Text

File #: 26-7669, Version: 1

ITEM: ORDINANCE NO. 2025-26 (14833 50TH STREET COMPREHENSIVE PLAN AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL, AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER), TOTALING APPROXIMATELY 59.3 ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; DELETING THE SITE SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-019 AS PART OF THE FUTURE LAND USE MAP DESIGNATION; UPDATING THE LEGAL DESCRIPTION REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2025-26 to eliminate the site-specific conditions of the Future Land Use Map approval associated with Ordinance No. 2005-19 under Section 2 and to update the legal description referenced in said ordinance.

EXPLANATION: Jordan Sperling, Schmidt Nichols, agent, on behalf of Matthew Bellissimo, applicant is seeking amendments to remove the list of limited uses adopted as part of the original Future Land Use Map amendment, designating the property as Commercial Recreation and to rezone the property to be consistent with the Future Land Use designation. The specific amendments/requests are provided below:

Ordinance No. 2025-26 - Comprehensive Plan Amendment (Petition 2025-0003-DOA): To eliminate the site-specific conditions of the Future Land Use Map approval associated with Ordinance No. 2005-19 under Section 2 and to update the legal description referenced in said ordinance.

Ordinance No. 2025-27 - Rezoning (Petition 2025-0004-REZ): Rezone a 49.273-acre portion of the site that has a FLUM designation of ECR from ER/EOZD to ECR/EOZD to make the zoning designation consistent with the FLUM designation.

At the November 5, 2025 Equestrian Preserve Committee (EPC) meeting, the EPC unanimously recommended approval (4-0) of Ordinance No. 2025-26.

At the December 17, 2025 Planning, Zoning and Adjustment Board (PZAB), the PZAB unanimously recommended approval (6-0) of Ordinance No. 2025-26.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:** NO

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: All required application documentation has been reviewed by the Development Review Manager and Wellington Departments to determine compliance with the Comprehensive Plan.

Findings of Fact are provided in the Staff Report that support the approval of the Comprehensive Plan Amendment request.

ORDINANCE NO. 2025-26

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3 AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL,
4 AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE
5 LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-
6 DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH
7 STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER),
8 TOTALING APPROXIMATELY 59.3 ACRES, MORE OR LESS;
9 LOCATED ON THE NORTHEAST CORNER OF 50TH STREET
10 SOUTH AND OUSLEY FARMS ROAD, AS MORE
11 SPECIFICALLY DESCRIBED HEREIN; DELETING THE SITE
12 SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-
13 019 AS PART OF THE FUTURE LAND USE MAP
14 DESIGNATION; UPDATING THE LEGAL DESCRIPTION
15 REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A
16 CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE;
17 AND PROVIDING AN EFFECTIVE DATE.
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19 **WHEREAS**, Wellington's Council, pursuant to the authority granted in Chapter 163 of
20 the Florida Statutes, is authorized and empowered to consider and make changes to its
21 Comprehensive Plan; and
22

23 **WHEREAS**, Wellington's Council adopted Ordinance No. 2005-019 on October 9, 2007,
24 which designated 47.9 acres as Commercial Recreation and 10.0 acres as Residential and
25 specified limited allowed uses on the subject property.
26

27 **WHEREAS**, in 2021, the Commercial Recreation Future Land Use Map designation
28 was renamed Equestrian Commercial Recreation for properties within the Equestrian Preserve
29 Area; and
30

31 **WHEREAS**, the legal description referenced in Ordinance No. 2005-19 for the 10.0-acre
32 Residential B property contains ambiguities that prevent a closure of the boundary; and
33

34 **WHEREAS**, updated legal descriptions for the property are shown in Exhibit B and
35 determined that the overall size of the entire property is 59.302 acres. The updated legal
36 description for the Residential B portion of the property no longer contains ambiguities and is
37 10.03 acres. The Equestrian Commercial Recreation portion of the property was also
38 surveyed, and the updated legal description determined that the accurate size of this portion of
39 the property is 49.273 acres; and
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41 **WHEREAS**, the Equestrian Preserve Committee recommended approval of the
42 Comprehensive Plan Amendment at the November 5, 2025 meeting with a 4-0 vote; and
43

44 **WHEREAS**, the Planning, Zoning and Adjustment Board, sitting as the Local Planning
45 Agency, after notice and public hearing on December 17, 2025, recommended approval of the
46 Comprehensive Plan Amendment with a 6-0 vote; and
47

48 **WHEREAS**, the Council has taken the recommendations from the Equestrian Preserve
49 Committee, the Local Planning Agency, the Findings of Fact, and the comments from the
50 public into consideration when considering the amendments to the Comprehensive Plan that

51 are the subject of this Ordinance; and

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WHEREAS, Wellington’s Council, after notice and public hearing, voted to transmit this adopted amendment to the Florida Department of Commerce in compliance with applicable provisions of the Florida Statutes governing amendments of Local Comprehensive Plans.

NOW, THEREFORE, BE IT ORDAINED BY THE OF COUNCIL OF WELLINGTON, FLORIDA COUNCIL THAT:

SECTION 1: The Future Land Use Map designation for the 10.03-acre real property described in Exhibit A will remain as Residential B on Wellington’s Future Land Use Map, but the boundary will be accurately identified as shown in Exhibit B. The Future Land Use Map is specifically amended to include the adopted date, ordinance number, and project name for the real property described in Exhibit A.

SECTION 2: The site-specific conditions adopted by Ordinance No. 2005-019 and listed in Exhibit C are hereby deleted.

SECTION 3: The Manager is hereby authorized and directed to transmit this adopted Comprehensive Plan amendment to the Florida Department of Commerce pursuant to Chapter 163, Florida Statutes.

SECTION 4: The Manager is hereby directed to amend the Wellington Comprehensive Plan Future Land Use Map (Exhibit “B”) to include the site-specific designation for the property described in Exhibit “A,” including an adopted date and ordinance number pursuant to the requirements of Chapter 163, Florida Statutes.

SECTION 5: Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause, or phrase of any prior Wellington Ordinance, Resolution, or Municipal Code provision; then in that event, the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 6: Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part to be declared invalid.

SECTION 7: The effective date of this Comprehensive Plan Amendment shall be 31 days after adoption by Wellington’s Council if there has not been a compliance challenge with the Division of Administrative Hearings. If the ordinance is challenged within 30 days after adoption, the ordinance shall not become effective until the State Land Planning Agency or the Administrative Commission, respectively, issues a final order determining the amendment to be compliant.

Intentionally Left Blank

101 **PASSED** this ____ day of _____, 2026 on first reading.

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104 **PASSED AND ADOPTED** this ____ day of _____, 2026, on second and final reading.

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106 **WELLINGTON**

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FOR

AGAINST

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BY: _____
Michael J. Napoleone, Mayor

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Maria Antuña, Councilwoman

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Amanda Silvestri, Councilwoman

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Johnny Meier, Councilman

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Stephen A. Levin, Councilman

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ATTEST:

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BY: _____
Chevelle D. Hall, MMC, Village Clerk

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**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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BY: _____
Laurie Cohen, Village Attorney

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151 **Exhibit A – Legal Descriptions and Surveys**

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Residential B Parcel:

BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°26'28" WEST (FOR CONVENIENCE ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3725.03 FEET; THENCE NORTH 00°33'32" EAST (DEPARTING FROM SAID SOUTH LINE), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND;

THENCE NORTH 00°47'32" EAST, A DISTANCE OF 995.54 FEET; THENCE SOUTH 89°27'35" EAST, A DISTANCE OF 346.25 FEET; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 350.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HALVING A RADIUS OF 662.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°07'01", A DISTANCE OF 826.93 FEET; THENCE SOUTH 14°40'45" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°26'28" WEST, A DISTANCE OF 809.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 436,991 SQUARE FEET OR 10.032 ACRES, MORE OR LESS.

Equestrian Commercial Recreation Parcel:

BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°26'28" WEST (FOR CONVENIENCE ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3725.03 FEET; THENCE NORTH 00°33'32" EAST (DEPARTING FROM SAID SOUTH LINE), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND;

THENCE NORTH 89°26'28" WEST, A DISTANCE OF 1577.38 FEET; THENCE NORTH 0°50'24" EAST, A DISTANCE OF 1295.04 FEET; THENCE SOUTH 89°27'35" EAST, A DISTANCE OF 1922.55 FEET; THENCE SOUTH 0°47'32" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 89°27'35" WEST, A DISTANCE OF 346.25 FEET; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 995.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,146,314 SQUARE FEET OR 49.273 ACRES, MORE OR LESS.

201 **Overall Site:**

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203 BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29,
204 TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING
205 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

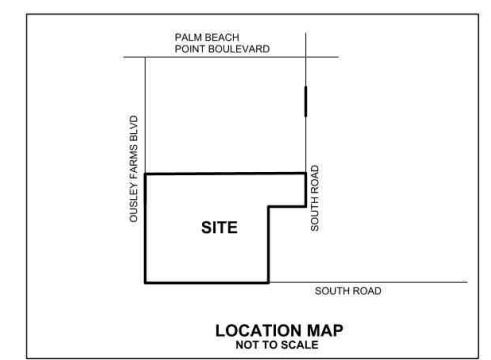
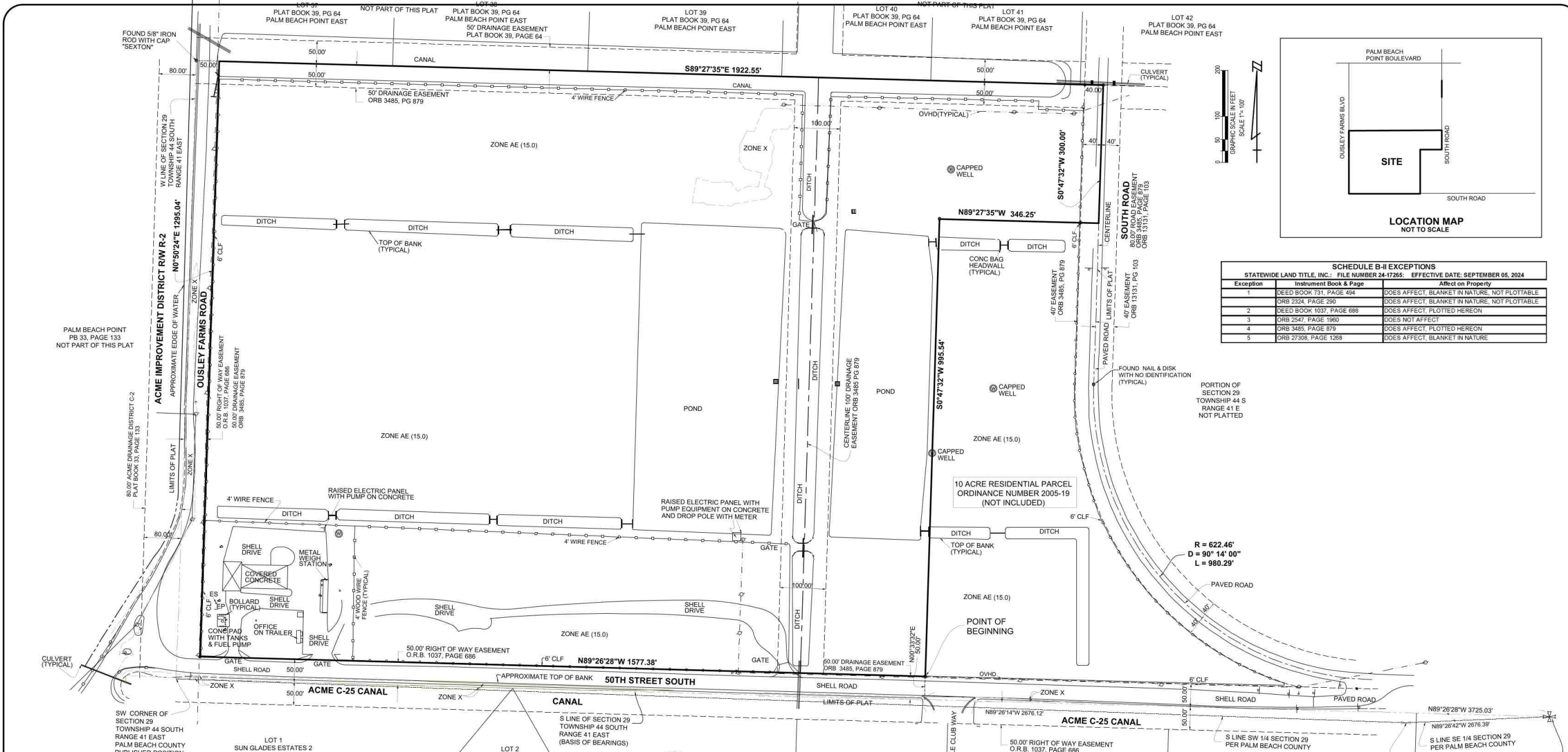
206
207 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH
208 89°26'28" WEST (FOR CONVENIENCE ALL BEARINGS SHOWN HEREIN ARE RELATIVE
209 TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OF SAID SECTION 29, A
210 DISTANCE OF 3725.03 FEET; THENCE NORTH 00°33'32" EAST (DEPARTING FROM SAID
211 SOUTH LINE), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS
212 PARCEL OF LAND;

213
214 THENCE NORTH 89°26'28" WEST, A DISTANCE OF 1577.38 FEET; THENCE NORTH
215 0°50'24" EAST , A DISTANCE OF 1295.04 FEET; THENCE SOUTH 89°27'35" EAST, A
216 DISTANCE OF 1922.55 FEET; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 650.66
217 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY
218 HALVING A RADIUS OF 662.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID
219 CURVE THROUGH A CENTRAL ANGLE OF 76°07'01", A DISTANCE OF 826.93 FEET;
220 THENCE SOUTH 14°40'45" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH
221 89°26'28" WEST, A DISTANCE OF 809.76 FEET TO THE POINT OF BEGINNING.

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223 CONTAINING 2,583,365 SQUARE FEET OR 59.305 ACRES, MORE OR LESS.

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10.032-Acre Residential B Parcel Survey:



SCHEDULE B-II EXCEPTIONS
STATEWIDE LAND TITLE, INC. FILE NUMBER 24-17265 EFFECTIVE DATE: SEPTEMBER 05, 2024

Exception	Instrument Book & Page	Affect on Property
1	DEED BOOK 731, PAGE 494 ORB 2324, PAGE 290	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
2	DEED BOOK 1037, PAGE 688	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
3	ORB 2547, PAGE 1960	DOES NOT AFFECT
4	ORB 3485, PAGE 879	DOES AFFECT, PLOTTED HEREON
5	ORB 27308, PAGE 1268	DOES AFFECT, BLANKET IN NATURE

- SURVEYOR'S NOTES**
- THE SURVEY DEPICTED HEREIN IS CLASSIFIED AS A BOUNDARY SURVEY.
 - THE CONTROL SURVEY FOR THE SURVEY DEPICTED HEREON MEETS OR EXCEEDS A LINEAR CLOSURE OF 1 FOOT IN 15,000 FEET. THE EXPECTED USE OF SAID SURVEY IS FOR HIGH RISK COMMERCIAL.
 - UNDERGROUND IMPROVEMENTS WERE NOT LOCATED BY THIS SURVEY.
 - TIMOTHY M. SMITH LAND SURVEYING, INC., LICENSED BUSINESS NUMBER LB-6865.
 - LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
 - THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OR THE AUTHENTICATED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 - ADDITIONS OR DELETIONS TO SURVEY MAP BY ANY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
 - ALL COMPUTED DATA OR PLOTTED FEATURES DEPICTED ON THIS SURVEY MAP ARE SUPPORTED BY ACCURATE SURVEY MEASUREMENTS MADE BY THE SURVEYOR.
 - DIMENSIONS SHOWN HEREON ARE EXPRESSED IN UNITED STATES STANDARD FEET AND DECIMAL PARTS THEREOF.
 - BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF NORTH 89°26'28" WEST.
 - THE SUBJECT PROPERTY LIES IN FLOOD ZONE X & AE (15.0) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE RATE MAP NUMBER 12099C0732 F, EFFECTIVE OCTOBER 5, 2017.
 - LAND SHOWN HEREON WERE ABSTRACTED BY STATEWIDE LAND TITLE, INC., PROPERTY INFORMATION REPORT FILE NUMBER 24-17265, EFFECTIVE DATE OF SEPTEMBER 03, 2024, AND ALL LOCATABLE EASEMENTS ARE SHOWN HEREON.

LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°26'28" WEST (FOR CONVENIENCE ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3725.03 FEET; THENCE NORTH 00°33'32" EAST (DEPARTING FROM SAID SOUTH LINE), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE NORTH 89°26'28" WEST, A DISTANCE OF 1577.38 FEET; THENCE NORTH 0°50'24" EAST, A DISTANCE OF 1295.04 FEET; THENCE SOUTH 89°27'35" EAST, A DISTANCE OF 1922.55 FEET; THENCE SOUTH 0°47'32" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 89°27'35" WEST, A DISTANCE OF 346.25 FEET; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 995.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,146,314 SQUARE FEET OR 49.273 ACRES, MORE OR LESS.

- LEGEND**
- A ANCHOR
 - C CLEANOUT
 - B WATER METER
 - W WOOD POWER POLE
 - A/C AIR CONDITIONING
 - D INDICATES NAIL & DISK NO ID
 - P.B. PLAT BOOK
 - P.G. PAGE
 - O.R.B. OFFICIAL RECORDS BOOK
 - S SIGN
 - C CONC CONCRETE
 - NO ID NO IDENTIFICATION
 - S LARGE SPRINKLER
 - CLF CHAIN LINK FENCE
 - EQUIP EQUIPMENT
 - ES EMERGENCY SHUTOFF
 - EP ELECTRIC PANEL
 - W WELL
 - R RADIUS LENGTH
 - L ARC LENGTH
 - D DELTA ANGLE
 - SET 5/8" IRON ROD WITH LB 6865 CAP

TIMOTHY M. SMITH LAND SURVEYING, INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
(561) 602-8160
LB #6865

BOUNDARY SURVEY
14833 30TH STREET
WELLINGTON, FLORIDA

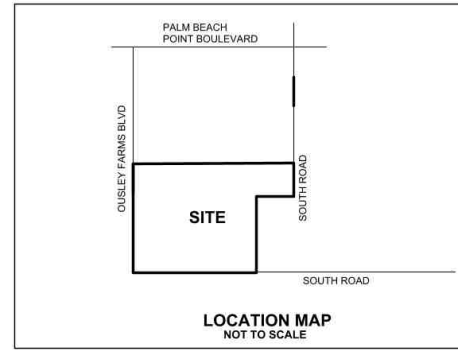
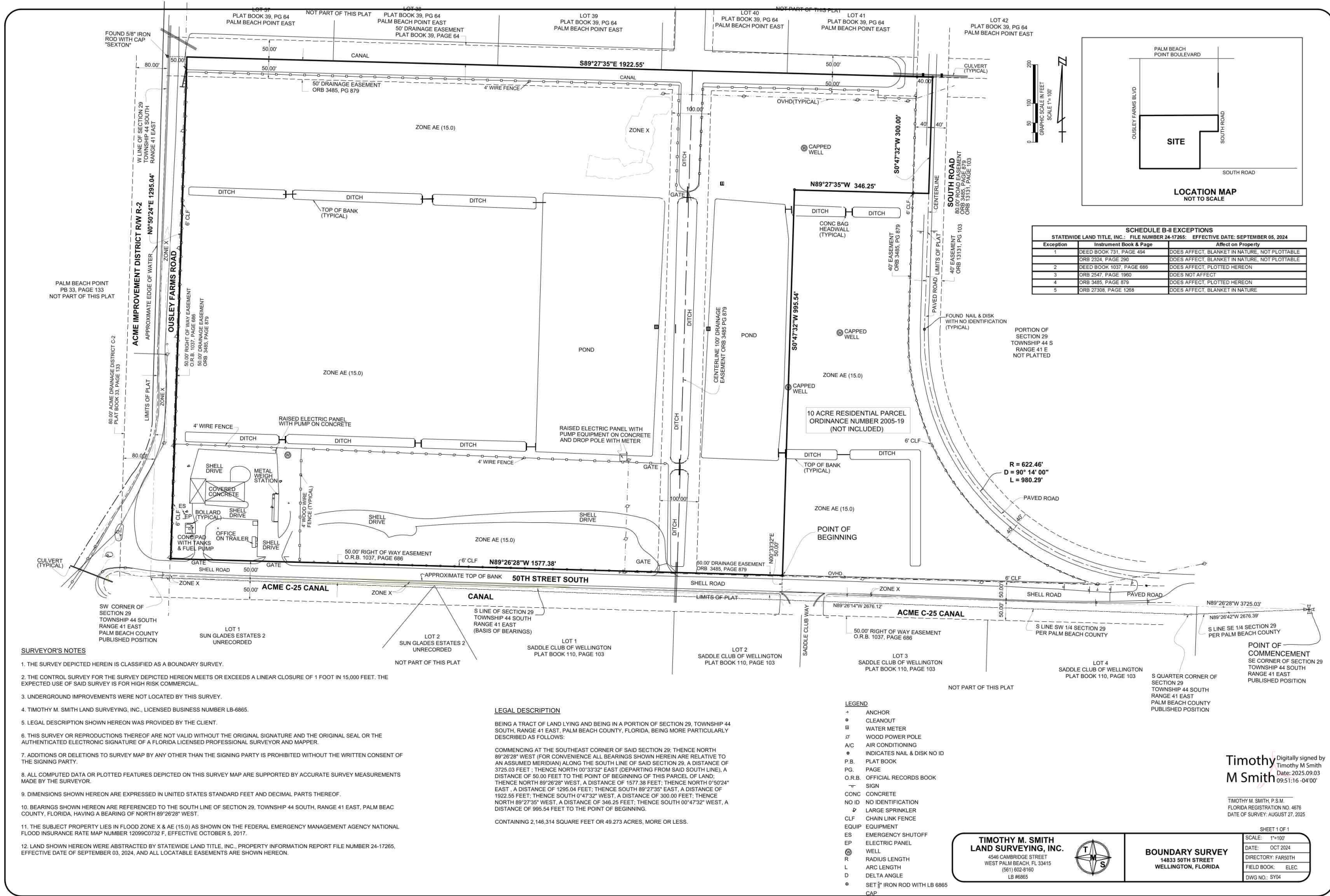
SCALE: 1"=100'
DATE: OCT 2024
DIRECTORY: FAR50TH
FIELD BOOK: ELEC.
DWG NO.: SY04

Timothy M Smith Digitally signed by Timothy M Smith
Date: 2025.09.03 09:51:16 -04'00'

TIMOTHY M. SMITH, P.S.M.
FLORIDA REGISTRATION NO. 4676
DATE OF SURVEY: AUGUST 27, 2025

SHEET 1 OF 1

49.273-Acre Equestrian Commercial Recreation Parcel Survey:



SCHEDULE B-II EXCEPTIONS
STATEWIDE LAND TITLE, INC.: FILE NUMBER 24-17265; EFFECTIVE DATE: SEPTEMBER 05, 2024

Exception	Instrument Book & Page	Affect on Property
1	DEED BOOK 731, PAGE 494 ORB 2324, PAGE 290	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
2	DEED BOOK 1037, PAGE 686	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
3	ORB 2547, PAGE 1960	DOES NOT AFFECT
4	ORB 3485, PAGE 879	DOES AFFECT, PLOTTED HEREON
5	ORB 27308, PAGE 1268	DOES AFFECT, BLANKET IN NATURE

SURVEYOR'S NOTES

1. THE SURVEY DEPICTED HEREIN IS CLASSIFIED AS A BOUNDARY SURVEY.
2. THE CONTROL SURVEY FOR THE SURVEY DEPICTED HEREON MEETS OR EXCEEDS A LINEAR CLOSURE OF 1 FOOT IN 15,000 FEET. THE EXPECTED USE OF SAID SURVEY IS FOR HIGH RISK COMMERCIAL.
3. UNDERGROUND IMPROVEMENTS WERE NOT LOCATED BY THIS SURVEY.
4. TIMOTHY M. SMITH LAND SURVEYING, INC., LICENSED BUSINESS NUMBER LB-6865.
5. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
6. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OR THE AUTHENTICATED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
7. ADDITIONS OR DELETIONS TO SURVEY MAP BY ANY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
8. ALL COMPUTED DATA OR PLOTTED FEATURES DEPICTED ON THIS SURVEY MAP ARE SUPPORTED BY ACCURATE SURVEY MEASUREMENTS MADE BY THE SURVEYOR.
9. DIMENSIONS SHOWN HEREON ARE EXPRESSED IN UNITED STATES STANDARD FEET AND DECIMAL PARTS THEREOF.
10. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF NORTH 89°28'28" WEST.
11. THE SUBJECT PROPERTY LIES IN FLOOD ZONE X & AE (15.0) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE RATE MAP NUMBER 12099C0732 F, EFFECTIVE OCTOBER 5, 2017.
12. LAND SHOWN HEREON WERE ABSTRACTED BY STATEWIDE LAND TITLE, INC., PROPERTY INFORMATION REPORT FILE NUMBER 24-17265, EFFECTIVE DATE OF SEPTEMBER 03, 2024, AND ALL LOCATABLE EASEMENTS ARE SHOWN HEREON.

LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°26'28" WEST (FOR CONVENIENCE ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3725.03 FEET; THENCE NORTH 00°33'32" EAST (DEPARTING FROM SAID SOUTH LINE), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE NORTH 89°26'28" WEST, A DISTANCE OF 1577.38 FEET; THENCE NORTH 0°50'24" EAST, A DISTANCE OF 1295.04 FEET; THENCE SOUTH 89°27'35" EAST, A DISTANCE OF 1922.55 FEET; THENCE SOUTH 0°47'32" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 89°27'35" WEST, A DISTANCE OF 346.25 FEET; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 995.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,146.314 SQUARE FEET OR 49.273 ACRES, MORE OR LESS.

- LEGEND**
- ANCHOR
 - CLEANOUT
 - WATER METER
 - WOOD POWER POLE
 - A/C AIR CONDITIONING
 - INDICATES NAIL & DISK NO ID
 - PLAT BOOK
 - PAGE
 - OFFICIAL RECORDS BOOK
 - SIGN
 - CONCRETE
 - NO IDENTIFICATION
 - LARGE SPRINKLER
 - CHAIN LINK FENCE
 - EQUIPMENT
 - EMERGENCY SHUTOFF
 - ELECTRIC PANEL
 - WELL
 - RADIUS LENGTH
 - ARC LENGTH
 - DELTA ANGLE
 - SET 3/8" IRON ROD WITH LB 6865 CAP

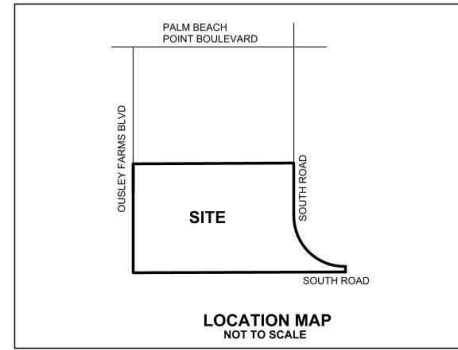
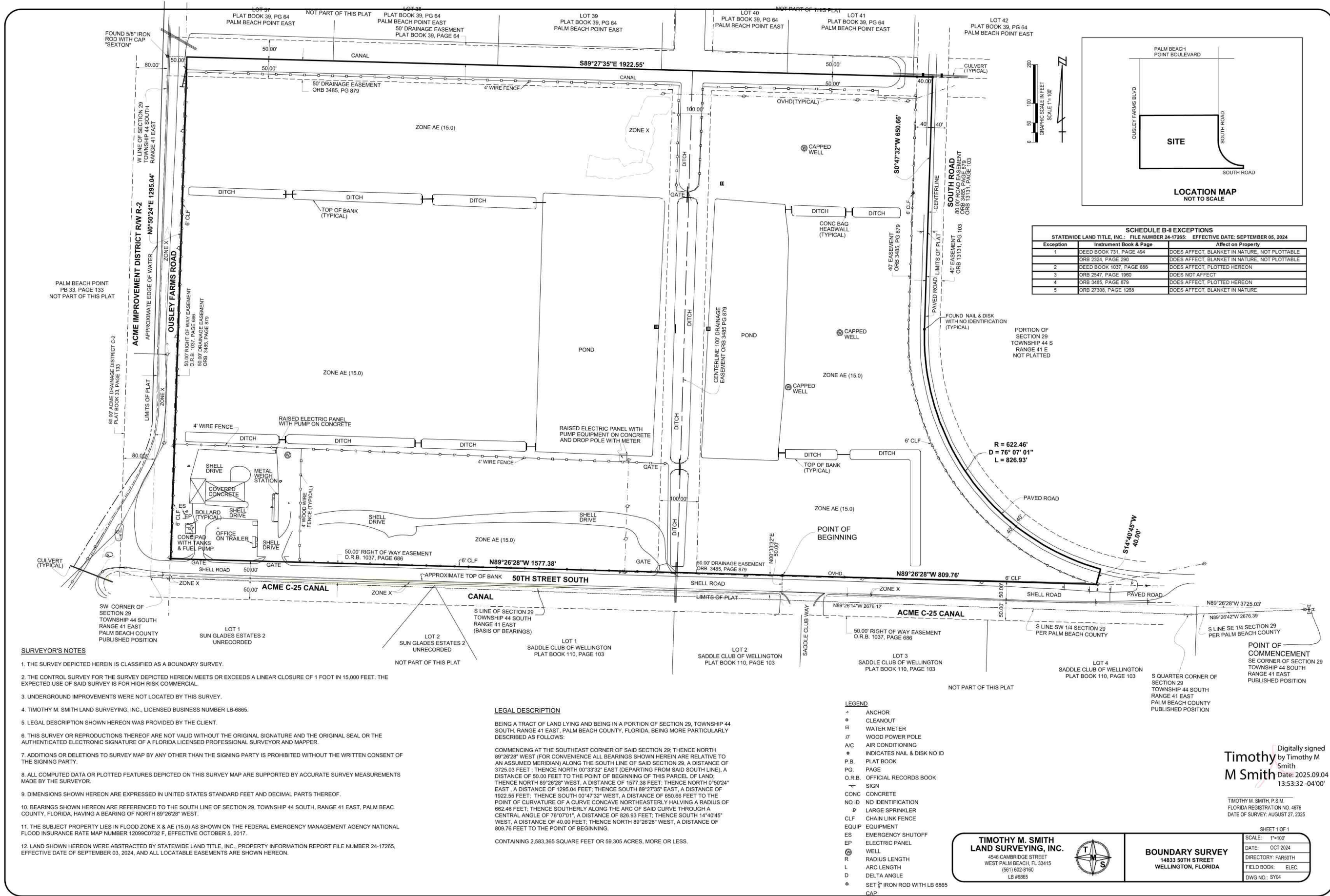
Digitally signed by Timothy M Smith
Date: 2025.09.03 09:51:16 -0400

TIMOTHY M. SMITH LAND SURVEYING, INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
(561) 602-8160
LB 6865

BOUNDARY SURVEY
14833 50TH STREET
WELLINGTON, FLORIDA

SHEET 1 OF 1
SCALE: 1"=100'
DATE: OCT 2024
DIRECTORY: FAR50TH
FIELD BOOK: ELEC.
DWG NO.: SY04

Overall Site Survey:



SCHEDULE B-II EXCEPTIONS
STATEWIDE LAND TITLE, INC.: FILE NUMBER 24-17265; EFFECTIVE DATE: SEPTEMBER 05, 2024

Exception	Instrument Book & Page	Affect on Property
1	DEED BOOK 131, PAGE 494	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
	ORB 2324, PAGE 290	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
2	DEED BOOK 1037, PAGE 686	DOES AFFECT, PLOTTED HEREON
3	ORB 2547, PAGE 1960	DOES NOT AFFECT
4	ORB 3485, PAGE 879	DOES AFFECT, PLOTTED HEREON
5	ORB 27308, PAGE 1268	DOES AFFECT, BLANKET IN NATURE

- SURVEYOR'S NOTES**
1. THE SURVEY DEPICTED HEREIN IS CLASSIFIED AS A BOUNDARY SURVEY.
 2. THE CONTROL SURVEY FOR THE SURVEY DEPICTED HEREON MEETS OR EXCEEDS A LINEAR CLOSURE OF 1 FOOT IN 15,000 FEET. THE EXPECTED USE OF SAID SURVEY IS FOR HIGH RISK COMMERCIAL.
 3. UNDERGROUND IMPROVEMENTS WERE NOT LOCATED BY THIS SURVEY.
 4. TIMOTHY M. SMITH LAND SURVEYING, INC., LICENSED BUSINESS NUMBER LB-6865.
 5. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
 6. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OR THE AUTHENTICATED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 7. ADDITIONS OR DELETIONS TO SURVEY MAP BY ANY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
 8. ALL COMPUTED DATA OR PLOTTED FEATURES DEPICTED ON THIS SURVEY MAP ARE SUPPORTED BY ACCURATE SURVEY MEASUREMENTS MADE BY THE SURVEYOR.
 9. DIMENSIONS SHOWN HEREON ARE EXPRESSED IN UNITED STATES STANDARD FEET AND DECIMAL PARTS THEREOF.
 10. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF NORTH 89°26'28" WEST.
 11. THE SUBJECT PROPERTY LIES IN FLOOD ZONE X & AE (15.0) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE RATE MAP NUMBER 12099C0732 F, EFFECTIVE OCTOBER 5, 2017.
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LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°26'28" WEST (FOR CONVENIENCE ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3725.03 FEET; THENCE NORTH 00°33'32" EAST (DEPARTING FROM SAID SOUTH LINE), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE NORTH 89°26'28" WEST, A DISTANCE OF 1577.38 FEET; THENCE NORTH 0°50'24" EAST, A DISTANCE OF 1295.04 FEET; THENCE SOUTH 89°27'35" EAST, A DISTANCE OF 1922.55 FEET; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 650.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HALVING A RADIUS OF 622.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°07'01"; A DISTANCE OF 826.93 FEET; THENCE SOUTH 14°40'45" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°26'28" WEST, A DISTANCE OF 809.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,583,365 SQUARE FEET OR 59.305 ACRES, MORE OR LESS.

- LEGEND**
- ANCHOR
 - CLEANOUT
 - WATER METER
 - WOOD POWER POLE
 - A/C AIR CONDITIONING
 - INDICATES NAIL & DISK NO ID
 - P.B. PLAT BOOK
 - PG. PAGE
 - O.R.B. OFFICIAL RECORDS BOOK
 - SIGN
 - CONC CONCRETE
 - NO ID NO IDENTIFICATION
 - LARGE SPRINKLER
 - CLF CHAIN LINK FENCE
 - EQUIP EQUIPMENT
 - ES EMERGENCY SHUTOFF
 - EP ELECTRIC PANEL
 - WELL WELL
 - R RADIUS LENGTH
 - L ARC LENGTH
 - D DELTA ANGLE
 - SET 5/8" IRON ROD WITH LB 6865 CAP

Digitally signed
Timothy M Smith
 Date: 2025.09.04 13:53:32 -04'00'

TIMOTHY M. SMITH LAND SURVEYING, INC.
 4546 CAMBRIDGE STREET
 WEST PALM BEACH, FL 33415
 (561) 602-8160
 LB 6865

BOUNDARY SURVEY
 14833 50TH STREET
 WELLINGTON, FLORIDA

SHEET 1 OF 1

SCALE:	1"=100'
DATE:	OCT 2024
DIRECTORY:	FAR50TH
FIELD BOOK:	ELEC.
DWG NO.:	SY04

TIMOTHY M. SMITH P.S.M.
 FLORIDA REGISTRATION NO. 4876
 DATE OF SURVEY: AUGUST 27, 2025



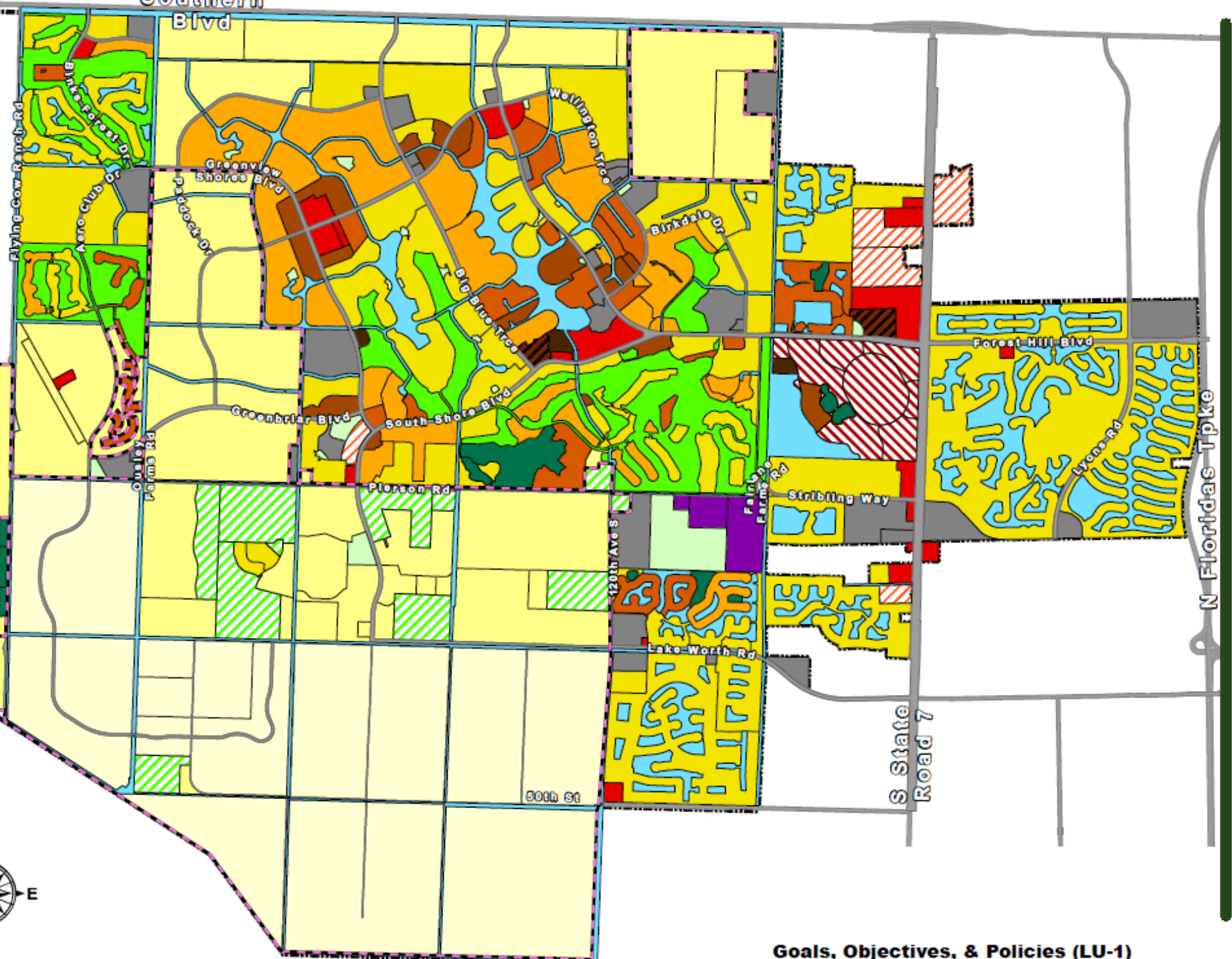
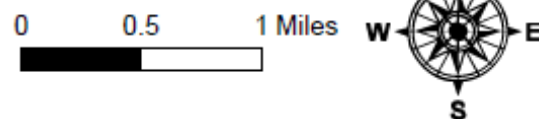
State Road 80

Southern Blvd

Legend

- Municipal Boundaries
- Equestrian Preserve Area
- Residential**
- A 1 d.u./10 acre
- B 0.1 d.u./acre - 1.0 d.u./acre
- C 1.0 d.u./acre - 3.0 d.u./acre
- D 2.0 d.u./acre - 5.0 d.u./acre
- E 3.0 d.u./acre - 8.0 d.u./acre
- F 5.0 d.u./acre - 12.0 d.u./acre
- G 5.0 d.u./acre - 18.0 d.u./acre
- H 5.0 d.u./acre - 22.0 d.u./acre
- Commercial**
- Commercial
- Equestrian Commercial Recreation
- Open Space Recreation
- Mixed Use**
- Mixed Use
- Regional Commercial / LSMU
- Flex**
- Flex
- Community Facility**
- Community Facilities
- Parks & Preserves**
- Park
- Conservation
- Major Water Bodies

Stormwater Treatment Area



Goals, Objectives, & Policies (LU-1)

Wellington Planning & Zoning • 12300 Forest Hill Blvd • Wellington, FL 33414
• 561.791.4000 • www.wellingtonfl.gov

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SECTION 2: The uses allowed on the subject property shall be limited to those specified as follows:

1. Show rings, schooling areas and paddocks.
2. Covered viewing, starter, judges, announcer and farrier stands.
3. Show office (not to exceed 7,500 square feet).
4. Vendor facilities associated with the commercial equestrian arena.
5. Permanent and temporary stalls (1,500 permanent, 500 temporary); temporary stalls to be limited to six months. Prior to the time the owner completes the construction of the permanent stalls permitted, owner may make up the difference by using temporary stalls, however, in no event shall the total number exceed 2,000 stalls.
6. Recreational vehicle area to accommodate 60 participants only, if such use is subsequently approved in an amendment to the current Equestrian Overlay Zoning District (EOZD) regulations. Subject to recreational vehicle use being approved within the EOZD, recreational vehicles on the property shall be limited to continuous occupancy of six months during the period of time associated with the winter equestrian season; provided a caretaker's or security quarters may be established for year-round use, as provided in the Land Development Regulations.
7. Cooling stations for horses, veterinarian office (no more than 5,000 square feet), timer course/course design office, jump storage and repair, truck maintenance and pumps.
8. VIP lounge (restaurant use with no more than 10,000 square feet).
9. Two private residences with permitted barn, groom, and security quarter (five acres each), which shall comply with the Land Development Regulations in effect at the time of this Future Land Use Map amendment to Residential "B" for the subject property.
10. Permitted accessory uses associated with the principal use and those needed for its operation such as manure removal/storage area, trash container areas, parking, etc. and those accessory uses that may be required by the U.S.E.F. (the national governing body of equestrian sports) and are compliant with the applicable standards of the Land Development Regulations in effect at the time of this Future Land Use Map amendment to Residential "B" for the subject property.

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14833 50th Street South (aka Littlewood Equestrian Center)

Location Map





Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the Village of Wellington has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the Village of Wellington may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL, AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER), TOTALING APPROXIMATELY 57.9 ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; SPECIFICALLY DELETING THE SITE SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-019 AS PART OF A FUTURE LAND USE MAP DESIGNATION; UPDATING THE LEGAL DESCRIPTION REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON’S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE

NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village of Wellington hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

N/A

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**
 - (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

N/A

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

N/A

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

N/A

4. Additional information the governing body determines may be useful (if any):

N/A

Note: Wellington's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. Wellington's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



Wellington Legal Notice

Please choose a category

Public Notices - Wellington

Title

14833 50th Street - Ordinance 2025-26 (CPA) and Ordinance 2025-27 (REZ)

Publish Date

03/27/2026

Publish Time

8:13 AM (EDT)

Description

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER), TOTALING APPROXIMATELY 59.3 ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; DELETING THE SITE SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-019 AS PART OF THE FUTURE LAND USE MAP DESIGNATION; UPDATING THE LEGAL DESCRIPTION REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON'S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Attach Files (Optional)



14833 50th legal ad - CPA, REZ.pdf

Submitted by (Email Address)

smilachay@wellingtonfl.gov

Notifications

Yes

Send Out a Notification to Your
Subscribers

Yes

Signature



A handwritten signature in black ink, appearing to be 'J. Smith', written in a cursive style.



Legislation Text

File #: 26-7671, Version: 1

ITEM: ORDINANCE NO. 2025-27 (14833 50TH STREET REZONING)

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON’S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2025-27 to rezone a 47.9-acre portion of the site that has a FLUM designation of ECR from ER/EOZD to ECR/EOZD to make the zoning designation consistent with the FLUM designation.

EXPLANATION: Jordan Sperling, Schmidt Nichols, agent, on behalf of Matthew Bellissimo, applicant is seeking amendments to remove the list of limited uses adopted as part of the original Future Land Use Map amendment, designating the property as Commercial Recreation and to rezone the property to be consistent with the Future Land Use designation. The specific amendments/requests are provided below:

Ordinance No. 2025-26 - Comprehensive Plan Amendment (Petition 2025-0003-DOA): To eliminate the site-specific conditions of the Future Land Use Map approval associated with Ordinance No. 2005-19 under Section 2 and to update the legal description referenced in said ordinance.

Ordinance No. 2025-27 - Rezoning (Petition 2025-0004-REZ): Rezone a 47.9-acre portion of the site that has a FLUM designation of ECR from ER/EOZD to ECR/EOZD to make the zoning designation consistent with the FLUM designation.

At the November 5, 2025 Equestrian Preserve Committee (EPC) meeting, the EPC unanimously recommended approval (4-0) of Ordinance No 2025-27.

At the December 17, 2025 Planning, Zoning and Adjustment Board (PZAB), the PZAB unanimously recommended approval (6-0) of Ordinance No. 2025-27.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: All required application documentation has been reviewed by the Development Review Manager and Wellington Departments to determine compliance with the Comprehensive Plan and LDR.

Findings of Fact are provided in the Staff Report that support the approval of the Rezoning request. These findings are subject to other competent substantial evidence presented at the quasi-judicial public hearing.

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ORDINANCE NO. 2025-27

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON'S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wellington's Council, pursuant to the authority granted in Chapter 163 and Chapter 166, Florida Statutes, and the Land Development Regulations (LDR) as adopted by Wellington, is authorized and empowered to consider and make changes and/or additions to property zoning designations and other development orders; and

WHEREAS, the subject property has a Future Land Use Map (FLUM) designation of Equestrian Commercial Recreation; and

WHEREAS, the Equestrian Commercial Recreation zoning designation is consistent with the Equestrian Commercial Recreation FLUM designation; and

WHEREAS, the Equestrian Preserve Committee recommended approval of the rezoning petition at the November 5, 2025 meeting with a 4-0 vote; and

WHEREAS, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, after notice and public hearing on December 17, 2025, recommended approval with a 6-0 vote; and

WHEREAS, the Council has taken the recommendations from the Local Planning Agency, the Findings of Fact, and the comments from the public into consideration when considering the amendment to the Official Zoning Map that is the subject of this Ordinance; and

WHEREAS, Wellington's Council, has determined that the proposed rezoning request is consistent with the Equestrian Commercial Recreation FLUM designation of Wellington's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE OF COUNCIL OF WELLINGTON, FLORIDA COUNCIL THAT:

SECTION 1: Wellington's Official Zoning Map designation for the subject property, as legally described in Exhibit A, is hereby designated Equestrian Commercial Recreation.

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SECTION 2: The Manager is hereby directed to amend the Wellington Official Map as illustrated in Exhibit B to amend the zoning designation for the subject property as legally described in Exhibit A, and to include the adopted date and ordinance number in accordance with this ordinance and pursuant to the requirements of Chapter 163, Florida Statutes.

SECTION 3: Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause, or phrase of any prior Wellington Ordinance, Resolution, or Municipal Code provision; then in that event, the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 4: Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this ordinance as a whole or any portion or part thereof, other than the part to be declared invalid.

SECTION 5: This ordinance shall become effective upon adoption.

The remainder of this page is intentionally left blank.

97 **PASSED** this ____ day of _____, 2026 on first reading.

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100 **PASSED AND ADOPTED** this ____ day of _____, 2026, on second and final reading.

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102 **WELLINGTON**

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FOR

AGAINST

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105 BY: _____

Michael J. Napoleone, Mayor

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108 _____

Maria Antuña, Councilwoman

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111 _____

Amanda Silvestri, Councilwoman

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114 _____

Johnny Meier, Councilman

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117 _____

Stephen A. Levin, Councilman

119

120 **ATTEST:**

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123 BY: _____

Chevelle D. Hall, MMC, Village Clerk

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128 **APPROVED AS TO FORM AND**

129 **LEGAL SUFFICIENCY**

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132 BY: _____

Laurie Cohen, Village Attorney

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Exhibit A – Legal Description

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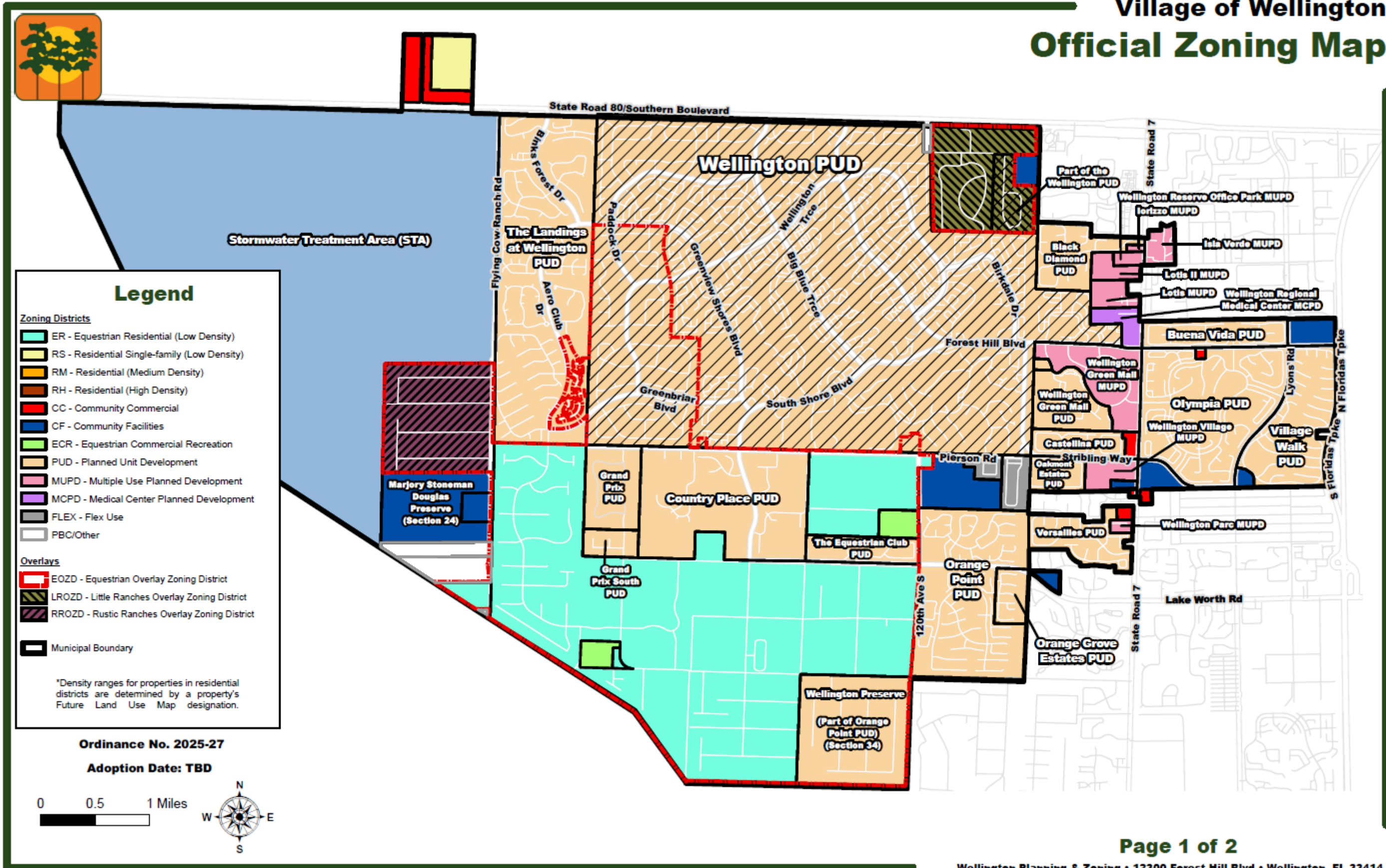
BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°26'28" WEST (FOR CONVENIENCE ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3725.03 FEET; THENCE NORTH 00°33'32" EAST (DEPARTING FROM SAID SOUTH LINE), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND;

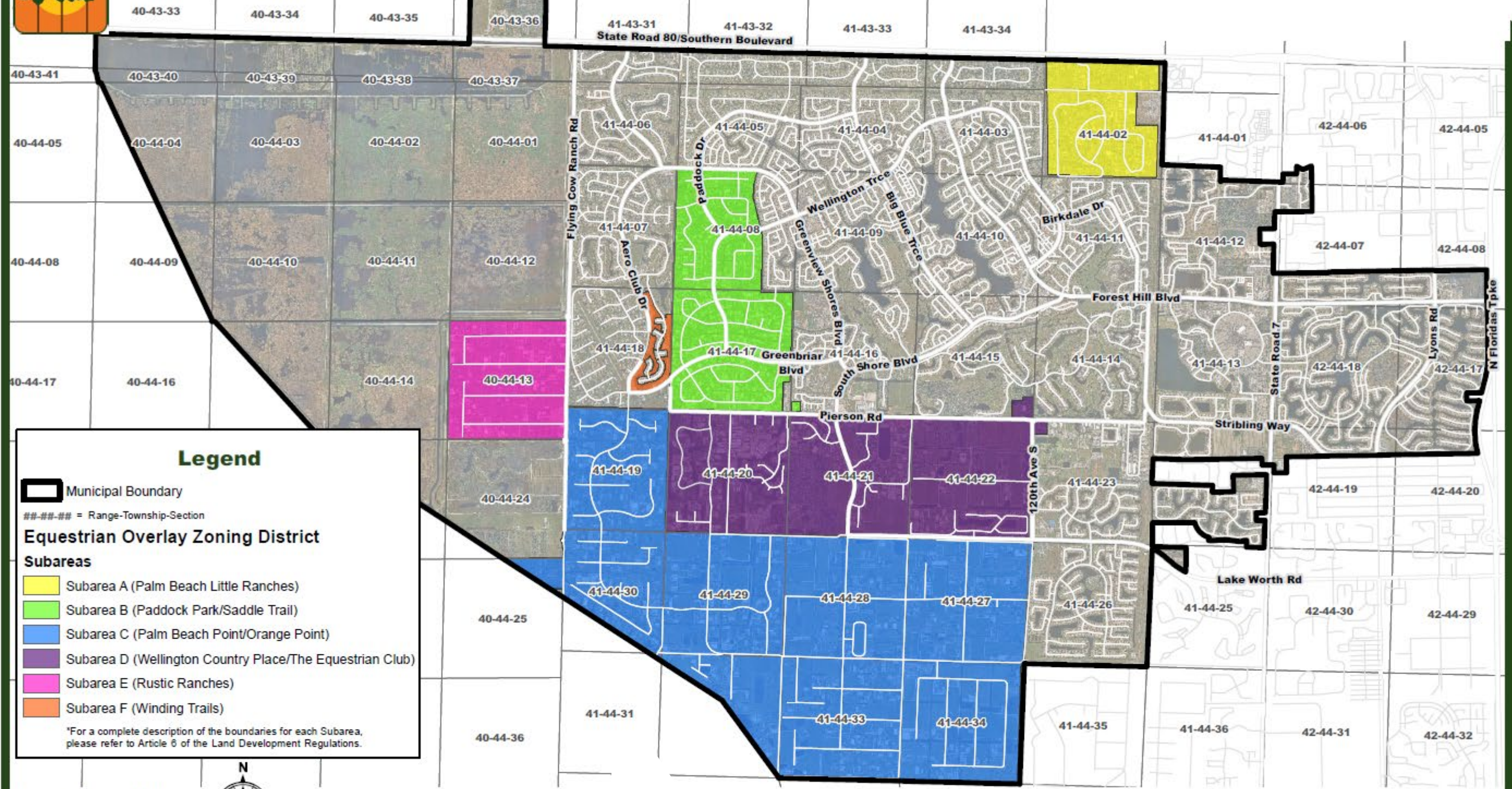
THENCE NORTH 89°26'28" WEST, A DISTANCE OF 1577.38 FEET; THENCE NORTH 0°50'24" EAST, A DISTANCE OF 1295.04 FEET; THENCE SOUTH 89°27'35" EAST, A DISTANCE OF 1922.55 FEET; THENCE SOUTH 0°47'32" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 89°27'35" WEST, A DISTANCE OF 346.25 FEET; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 995.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,146,314 SQUARE FEET OR 49.273 ACRES, MORE OR LESS.

Village of Wellington Official Zoning Map



Village of Wellington Official Zoning Map



Legend

Municipal Boundary

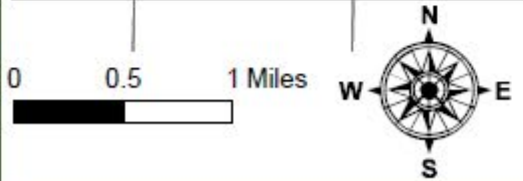
###-###-### = Range-Township-Section

Equestrian Overlay Zoning District

Subareas

- Subarea A (Palm Beach Little Ranches)
- Subarea B (Paddock Park/Saddle Trail)
- Subarea C (Palm Beach Point/Orange Point)
- Subarea D (Wellington Country Place/The Equestrian Club)
- Subarea E (Rustic Ranches)
- Subarea F (Winding Trails)

*For a complete description of the boundaries for each Subarea, please refer to Article 6 of the Land Development Regulations.





**14833 50th Street South (aka
Littlewood Equestrian Center)**

Location Map



14833 50th Street South

STAFF REPORT

Petition Numbers: Comprehensive Plan Amendment
 2025-0003-DOA
 Ordinance No. 2025-26

Rezoning
 2025-0004-REZ
 Ordinance No. 2025-27

Owner: Far Niente Stables IX, LLC
 13421 South Shore Boulevard
 Wellington, FL 33414

Applicant: Matthew Bellissimo
 2860 Long Meadow Drive
 Wellington, FL 33414

Agent: Jordan Sperling
 Schmidt Nichols
 1551 N Flagler Drive
 Suite 102
 West Palm Beach, FL 33401

Site Address: 14833 50th Street South

PCNs: 73-41-44-29-00-000-7010

Future Land Use Designation (FLUM):
 Equestrian Commercial Recreation (ECR) – 49.273 acres
 Residential B (0.1 du/ac – 1.0 du/ac) – 10.0 acres

Zoning Designation (Current):
 Equestrian Residential/Equestrian Overlay Zoning District
 (ER/EOZD) – 59.3 acres

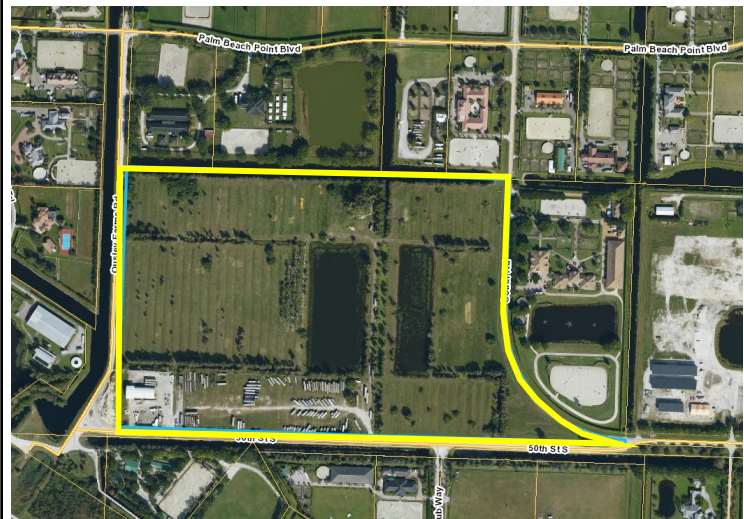
Zoning Designation (Proposed):
 ECR/EOZD – 49.273 acres
 ER/EOZD – 10.0 acres

Acreage: 59.3 acres

Project Manager:
 Kelly Ferraiolo, Senior Planner
KFerraiolo@wellingtonfl.gov
 (561) 753-5268

Location/Map:

The property is located at 14833 50th Street South (fka Littlewood Equestrian Center) on the northeast corner of 50th Street South and Ousley Farms Road.



Adjacent Property	FLUM	Zoning
North	Residential A (1.0 du/10 ac)	ER/EOZD
South		
East		
West		

Boards, Council:

	Notice Date	Meeting Date	Vote
EPC	10/29/2025	11/5/2025	Approval 4-0
PZAB	12/2/2025	12/17/2025	Approval 6-0
Village Council (1 st)	3/24/2026	4/14/2026	TBD
Village Council (2 nd)	TBD	TBD	TBD

Requests:

The applicant is seeking amendments to remove the list of limited uses adopted as part of the Future Land Use Map amendment adopted in 2007, and to rezone the property to be consistent with its Future Land Use designation. The specific amendments/requests are provided below:

Ordinance No. 2025-26 – Comprehensive Plan Amendment (Petition 2025-0003-DOA): To eliminate the site-specific conditions of the Future Land Use Map approval associated with Ordinance No. 2005-19 under Section 2 and to correct the legal description referenced in said ordinance.

Ordinance No. 2025-27 – Rezoning (Petition 2025-0004-REZ): Rezone a 49.273-acre portion of the site from ER/EOZD to ECR/EOZD to be consistent with the FLUM designation of ECR.

Background and Site History:

The subject 59.3-acre site is previously known as Littlewood Equestrian Center. Prior to 1997, Wellington and Palm Beach County issued Special Use Permits for equestrian events at this property. In 2005, a request was made to construct a commercial equestrian facility and two (2) single-family dwellings. Ordinance No. 2005-19 was approved in 2007, which amended the FLUM designation of a 47.9-acre portion (now 49.273 acres) of the property from Residential A to Commercial Recreation and a 10.0-acre portion of the property from Residential A to Residential B. The Ordinance included site-specific use limitations that allowed equestrian show-related facilities, permanent and temporary stalls (maximum 2,000 stalls), a recreational vehicle area to accommodate up to 60 RVs, and two (2), five (5)-acre equestrian residential properties. A voluntary restrictive covenant to limit the equestrian uses on the site with an automatic release after 10 years was prepared. However, the restrictive covenant was not approved, and the limited uses were included in the Ordinance. Recently, the legal description included in Ordinance No. 2005-19 was determined to contain ambiguities that prevented a closure of the boundary, resulting in the inability to accurately locate the boundaries as shown in the image below. Part of this request corrects the legal descriptions and acreages for the properties.

Existing Future Land Use Map

Proposed Future Land Use Map



The zoning designation for the 49.273-acre portion of the site should have been amended to Equestrian Commercial Recreation concurrent with the Future Land Use change to be consistent with the land use. Instead, the zoning remained Agricultural Residential/EOZD for the entire 59.3-acre property. Agricultural Residential was renamed to Equestrian Residential in 2021.

The proposed Comprehensive Plan Amendment only eliminates a list of limited uses and corrects the legal descriptions. The reason the limited uses were listed in the Land Use Ordinance in 2005 was that the LDR in place at that time determined what uses were permitted or prohibited based on the Land Use designation and not the Zoning designation. Since then, the LDR has been updated and complies with the common practice of use determinations based on Zoning designations. However, due to the inconsistency between the land use and zoning, the uses approved for this property continue to be based upon the Future Land Use designation.

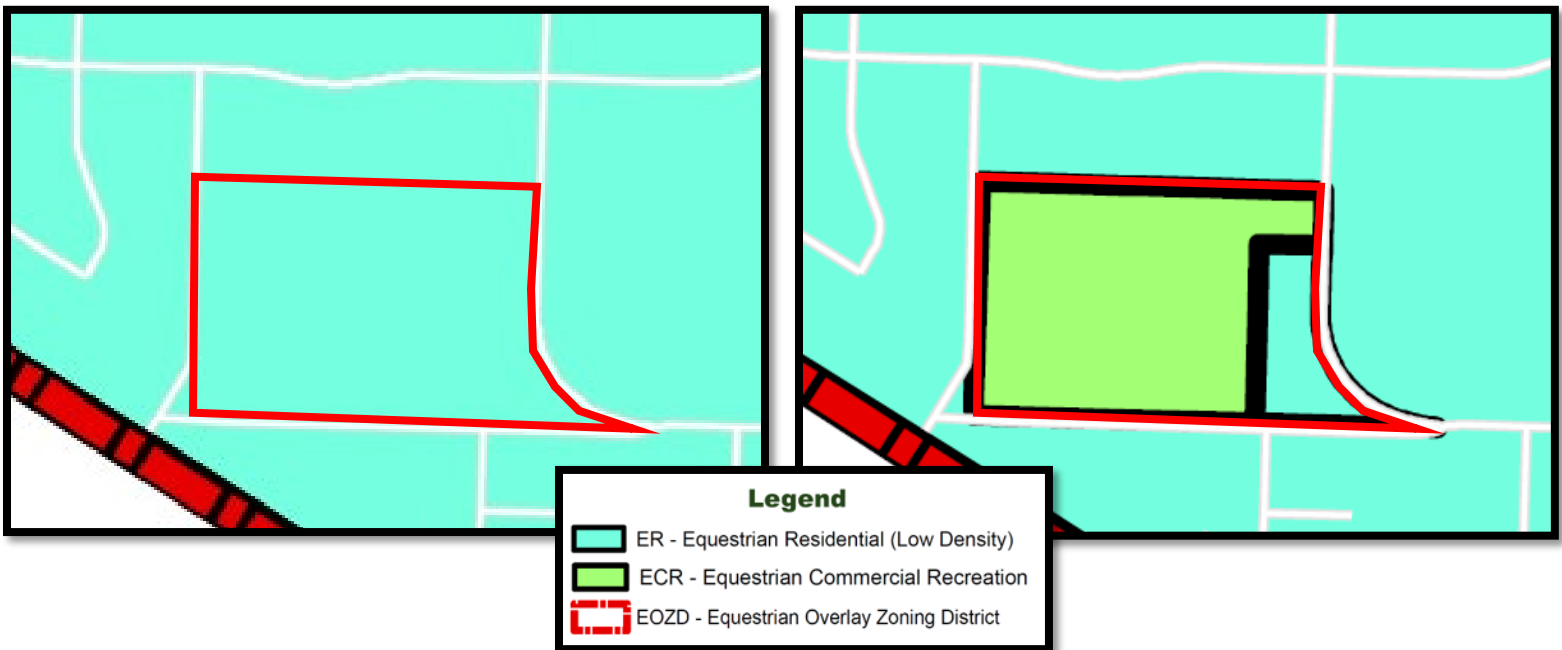
The current owner, Far Niente Stables IX, LLC, purchased the property in 2008. In 2010, a Rezoning and Conditional Use application was submitted to rezone the property to Multiple Use Planned Development and to allow an equestrian arena, recreational vehicle park, and supporting facilities, but was later withdrawn.

In 2017, an application for a Future Land Use Map Amendment was submitted to amend the FLUM of the ECR portion of the property to Residential B; however, that application was withdrawn.

In 2021, Wellington completed an update to the Comprehensive Plan. All properties in the EPA that had a FLUM designation of Commercial Recreation were updated to Equestrian Commercial Recreation. Agricultural Residential designated properties were renamed Equestrian Residential. The subject site was one of these properties. The Zoning designation remained Equestrian Residential/EOZD for the entire property, including the ECR portion. The current requested amendments will correct and clean up the inconsistency and will not result in any new entitlements.

Existing Zoning Map

Proposed Zoning Map



STAFF ANALYSIS –

The applicant is requesting a Comprehensive Plan Amendment to eliminate the proposed site-specific use limitations listed in Section 2 of Ordinance No. 2005-19 and to correct the legal descriptions and a Rezoning of the 49.273-acre portion of the property from ER/EOZD to ECR/EOZD.

COMPREHENSIVE PLAN AMENDMENT:

Approval of a Comprehensive Plan Amendment to Ordinance No. 2005-19 must be based on factors including changed projections, changed assumptions, data errors in the formulation of the original plan, new issues arising since the adoption of the plan, and/or a need for additional details and/or data updates. The proposed request to correct the legal descriptions for the property is based on a data error, as previously mentioned. A letter from the surveyor is provided in Exhibit C depicting the surveyor's best interpretation of the location of the described parcel. The request to eliminate the use limitations for the property is based on changed assumptions, as the original intent of this property by the previous owner was to construct an equestrian venue. All the equestrian venues are located within Subarea D of the EOZD in the northern part of the EPA. The property owner has no intention of developing an additional equestrian venue on this property in Subarea C of the EOZD. It was common practice to include certain conditions in land use ordinances that referenced the related development plan for a given project. Wellington's current practice, as with other municipalities, has been to not place conditions on approvals that designate land use and zoning and to "clean up" any previous projects with conditions that are related to the project's development plan. Instead, development entitlements/conditions are placed on the development orders approving the project, such as a master plan, site plan, and/or conditional use, which is more appropriate for development-related conditions. It is important to note that while the use limitations listed in Ordinance No. 2005-19 will be deleted, the ECR FLUM designation remains in place as originally adopted.

REZONING:

The proposed requests comply with the following:

- A. That the proposed request is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan.**

The 49.273-acre portion of the property has a current FLUM designation of Equestrian Commercial Recreation, which was applied to the property in 2007. At that time, the zoning did not change and remained ER (fka AR). Staff is unsure why the zoning designation didn't change at that time, as the zoning designation conflicts with the FLUM designation.

- B. The proposed request is not in conflict with any portion of Wellington's LDR and is consistent with the purpose and intent of the LDR.**

To implement the Comprehensive Plan, zoning districts are established in Section 6.1.2 of Wellington's LDR. All zoning districts shall be consistent with the respective FLUM designations of the Comprehensive Plan. The current zoning designation of ER is not consistent with the property's FLUM designation of ECR as shown below:

Residential - Equestrian (ER): *The ER district is established to protect and enhance the equestrian lifestyle and quality of life of residents in areas designated as equestrian residential, to protect watersheds and water supplies, and scenic areas, conservation and wildlife areas, and to permit a variety of uses that require non-urban locations but do not operate to the detriment of adjoining lands devoted to equestrian and residential purposes. The ER district is consistent with the Residential A and B Future Land Use Map designation in the Land Use Element of the Comprehensive Plan that are located within the EPA.*

The proposed zoning designation of ECR is consistent with the ECR FLUM designation as shown below:

Equestrian Commercial Recreation (ECR): *The purpose and intent of the Equestrian Commercial Recreation district is to provide regulations for those properties that contain equestrian commercial arenas/venues and/or limited non-residential equestrian services that support the equestrian community. This district is located within the Equestrian Overlay Zoning District and is compatible with the Equestrian Commercial Recreation Future Land Use Map designation of the Land Use Element of the Comprehensive Plan.*

The property meets the General Property Development Regulations as provided in Table 6.3-1 below. Any future subdividing of land will also be required to meet these standards:

Table 6.8 - 1 EOZD Property Development Regulations

Overlay District/ Subarea	Maximum Density	Minimum Lot			Maximum FAR	Maximum Building Coverage
		Size	Width	Depth		
LROZD/A	0.2 DU/AC	5 acres	300 ft	300 ft	0.20	20%
B	1.0 DU/AC	1 acre	200 ft	200 ft	0.20	20%
C	0.1 DU/AC	10 acre	300 ft	300 ft	0.20	20%
D	0.5 DU/AC	2 acres	200 ft	200 ft	0.20	20%
RROZD/E	0.2 DU/AC	5 acres	300 ft	300 ft	0.20	20%
F	0.5 DU/AC	2 acres	200 ft	200 ft	0.20	20%
ECR (all subareas)	—	3 acres	200 ft	300 ft	0.45	45%

C. That the proposed request is compatible and consistent with existing uses and the zoning surrounding the subject land and is the appropriate zoning district for the land.

The proposed rezoning to the ECR zoning district is changing the zoning to be consistent with the Future Land Use designation changed in 2007.

D. That there are changed conditions that require the rezoning.

The existing zoning designation of ER is not consistent with the ECR FLUM designation for the property. Modification of the zoning will make the property consistent with Section 6.1.2.K, Equestrian Commercial Recreation Zoning District, of Wellington’s LDR. No additional entitlements are part of this request.

E. That the proposed request would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

No adverse impacts to the natural environment will occur as a result of the proposed rezoning from ER to ECR, as this request is only to bring the zoning into compliance with the land use.

F. That the proposed request would result in a logical and orderly development pattern.

This review criterion does not apply to the subject requests.

G. The request is consistent with applicable neighborhood plans.

This review criterion does not apply as there is no neighborhood plan for this area.

H. That the proposed request complies with Article 2, Concurrency.

Improvements were not requested with the proposed CPA and Rezoning applications. Concurrency will be reviewed during the site plan process for all future development on the property.

FINDINGS OF FACT:

At the November 5, 2025 Equestrian Preserve Committee (EPC) meeting, the Committee unanimously (4-0) recommended approval of Ordinance No. 2025-26 (CPA) and Ordinance No. 2025-27 (REZ).

At the December 17, 2025 Planning, Zoning and Adjustment Board (PZAB) meeting, the Board unanimously (6-0) recommended approval of Ordinance No. 2025-26 (CPA) and Ordinance No. 2025-27 (REZ).

The staff analysis concludes that the proposed requests comply with the requirements for a Comprehensive Plan Amendment and Rezoning.

Lists of Exhibits:

Exhibit A	Existing Future Land Use Map
Exhibit B	Proposed Future Land Use Map
Exhibit C	Ordinance No. 2005-19
Exhibit D	Surveyor Letter
Exhibit E	Existing Zoning Map
Exhibit F	Proposed Zoning Map
Exhibit G	Public Comments

Wellington Legal Notice

01/22/2026 2:26 PM (EST)

Submitted by Sharesse Milachay-Garcia (smilachay@wellingtonfl.gov)



Wellington Legal Notice

Please choose a category

Public Notices - Wellington

Title

(14833 50TH STREET) ORDINANCE NO. 2025-26 AND ORDINANCE NO. 2025.27

Publish Date

01/22/2026

Publish Time

2:23 PM (EST)

Description

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER), TOTALING APPROXIMATELY 59.3 ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; DELETING THE SITE SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-019 AS PART OF THE FUTURE LAND USE MAP DESIGNATION; UPDATING THE LEGAL DESCRIPTION REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON'S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Attach Files (Optional)



14833 50th legal ad (2).pdf

Submitted by (Email Address)

smilachay@wellingtonfl.gov

Notifications

Yes

Send Out a Notification to Your
Subscribers

Yes

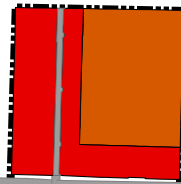
Signature



A handwritten signature in black ink, appearing to read "J. Jones", is written on a white background. The signature is cursive and fluid, with a large initial 'J' and a long, sweeping tail.



State Road 80



Southern Blvd

Legend

Municipal Boundaries
Equestrian Preserve Area

Stormwater Treatment Area

Residential

A 1 d.u./10 acre	Low Density
B 0.1 d.u./acre - 1.0 d.u./acre	
C 1.0 d.u./acre - 3.0 d.u./acre	
D 2.0 d.u./acre - 5.0 d.u./acre	Medium Density
E 3.0 d.u./acre - 8.0 d.u./acre	
F 5.0 d.u./acre - 12.0 d.u./acre	High Density
G 5.0 d.u./acre - 18.0 d.u./acre	
H 5.0 d.u./acre - 22.0 d.u./acre	

Commercial

- Commercial
- Equestrian Commercial Recreation
- Open Space Recreation

Mixed Use

- Mixed Use
- Regional Commercial / LSMU

Flex

- Flex

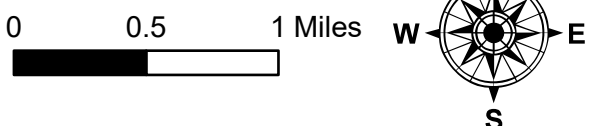
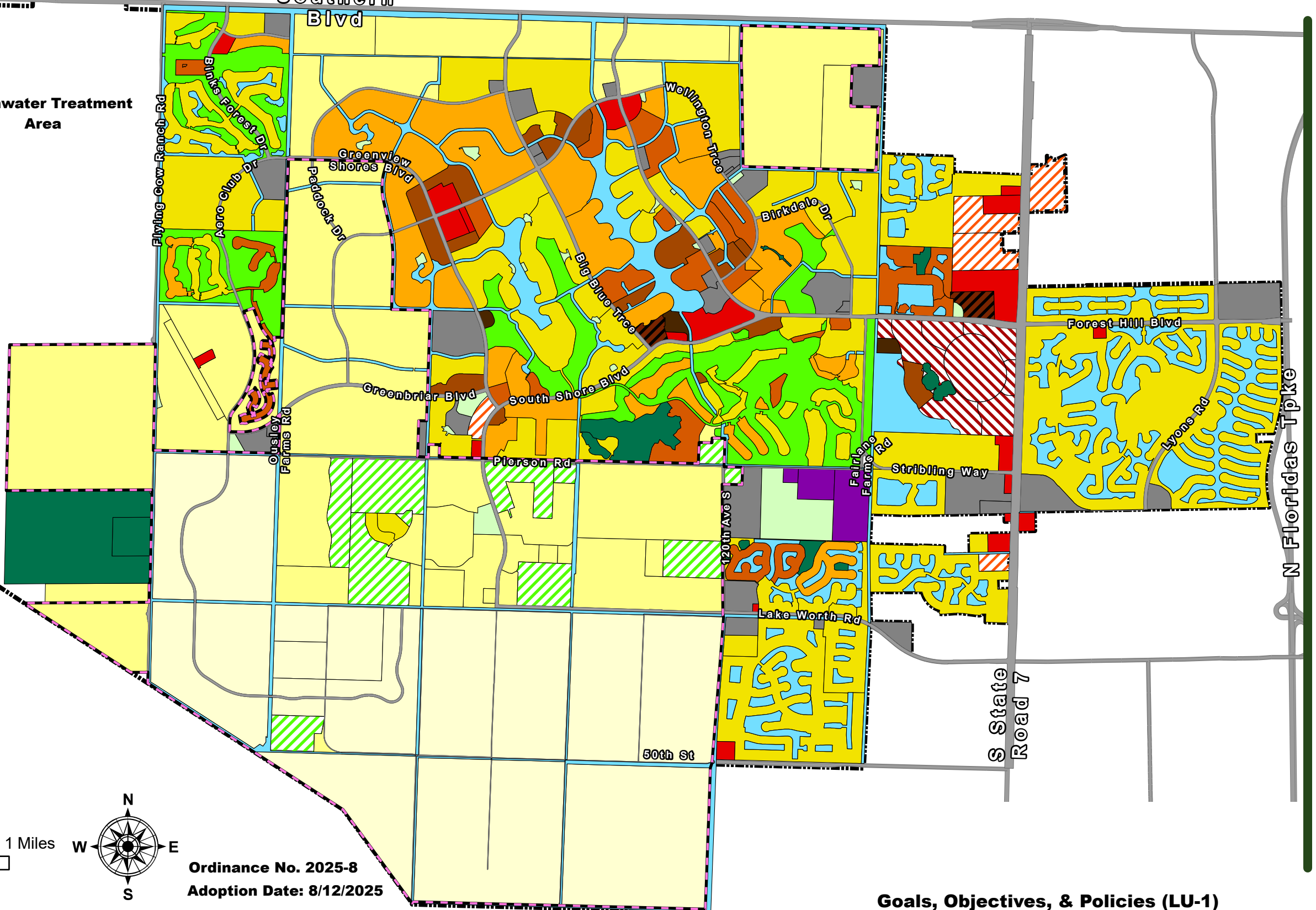
Community Facility

- Community Facilities

Parks & Preserves

- Park
- Conservation

Major Water Bodies

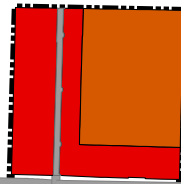


Ordinance No. 2025-8
 Adoption Date: 8/12/2025

Goals, Objectives, & Policies (LU-1)



State Road 80



Southern Blvd

Legend

Municipal Boundaries
Equestrian Preserve Area

Residential

A 1 d.u./10 acre	Low Density
B 0.1 d.u./acre - 1.0 d.u./acre	
C 1.0 d.u./acre - 3.0 d.u./acre	
D 2.0 d.u./acre - 5.0 d.u./acre	Medium Density
E 3.0 d.u./acre - 8.0 d.u./acre	
F 5.0 d.u./acre - 12.0 d.u./acre	High Density
G 5.0 d.u./acre - 18.0 d.u./acre	
H 5.0 d.u./acre - 22.0 d.u./acre	

Commercial

- Commercial
- Equestrian Commercial Recreation
- Open Space Recreation

Mixed Use

- Mixed Use
- Regional Commercial / LSMU

Flex

- Flex

Community Facility

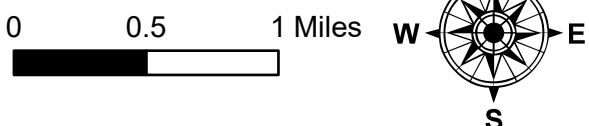
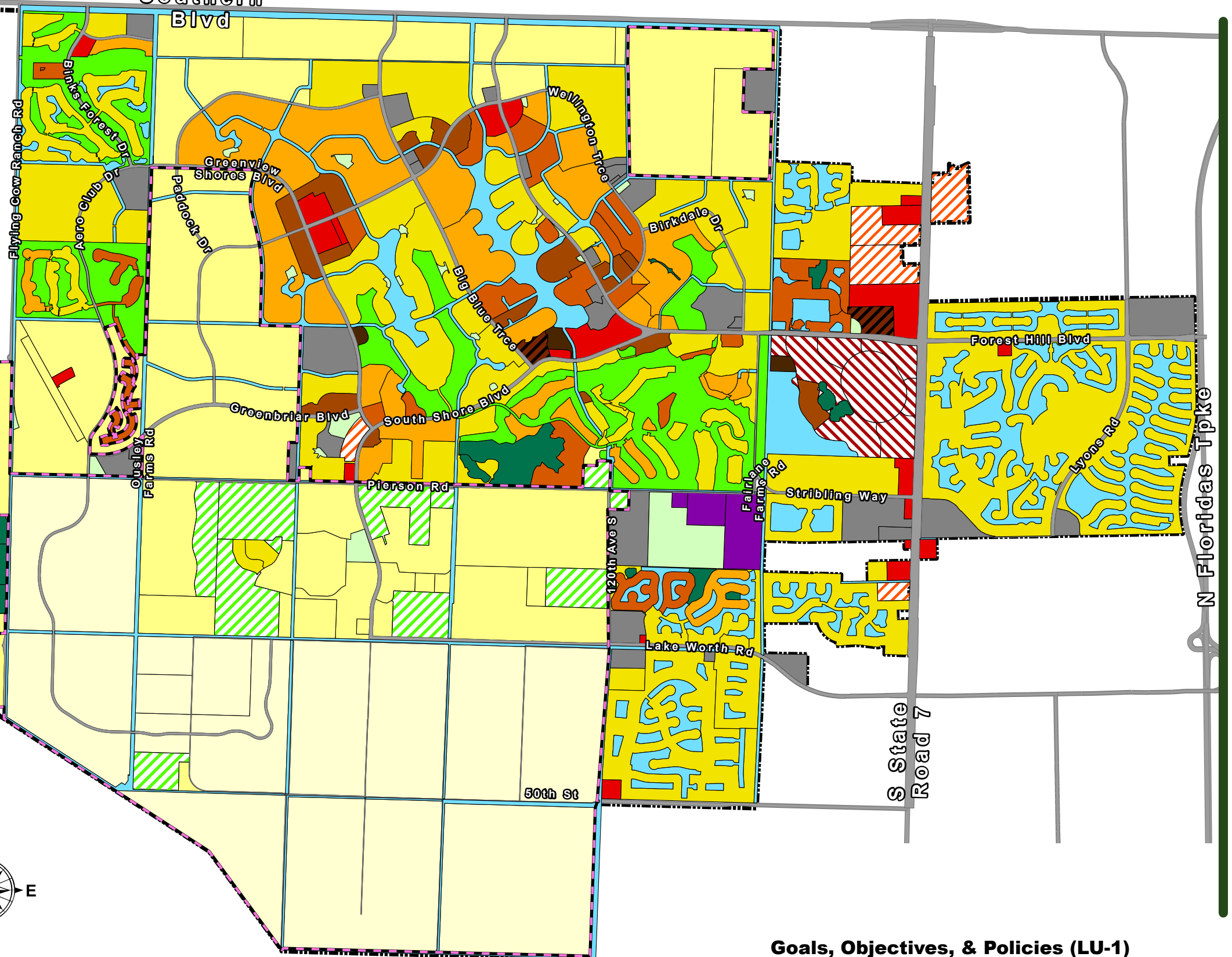
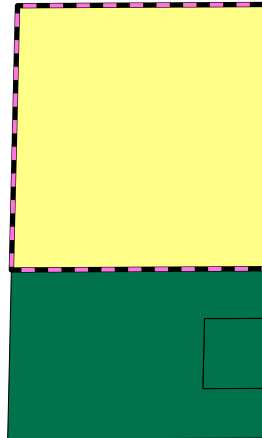
- Community Facilities

Parks & Preserves

- Park
- Conservation

Major Water Bodies

Stormwater Treatment Area



Goals, Objectives, & Policies (LU-1)

ORDINANCE NO. 2005-19

1
2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE
4 VILLAGE OF WELLINGTON, FLORIDA, AMENDING THE
5 FUTURE LAND USE MAP IN THE VILLAGE OF
6 WELLINGTON COMPREHENSIVE PLAN BY DESIGNATING
7 CERTAIN PROPERTY, KNOWN AS THE LITTLEWOOD
8 EQUESTRIAN CENTER, AS COMMERCIAL RECREATION
9 FOR 47.9 ACRES AND RESIDENTIAL "B" FOR 10.0 ACRES,
10 TOTALING 57.9 ACRES, MORE OR LESS, LOCATED
11 SOUTH OF PALM BEACH POINT BOULEVARD,
12 APPROXIMATELY 0.6 OF A MILE WEST OF STABLE WAY,
13 AS MORE SPECIFICALLY DESCRIBED HEREIN; AMENDING
14 THE FUTURE LAND USE MAP; AND PROVIDING FOR AN
15 EFFECTIVE DATE.

16
17 WHEREAS, on September 1, 2005, the Planning, Zoning and Adjustment Board,
18 sitting as the Local Planning Agency, after notice and public hearing, considered the
19 appropriateness of the proposed future land-use designations for the property which is
20 the subject of this Ordinance, and submitted its recommendation to the Village Council;
21 and

22
23 WHEREAS, the Village Council, after notice and public hearing, voted to transmit
24 this proposed amendment to the Florida Department of Community Affairs for written
25 comment, and otherwise complied with applicable provisions of the Florida Statutes
26 governing amendments of local Comprehensive Plans; and

27
28 WHEREAS, the notice and hearing requirements for Comprehensive Plan
29 amendments, as set forth in the Florida Statutes and in the Village of Wellington Land
30 Development Regulations, have been satisfied; and

31
32 WHEREAS, the Village Council has taken the recommendations from the
33 Equestrian Preserve Committee, the Planning, Zoning and Adjustment Board, and the
34 Village staff and the comments from the public into consideration, and has also
35 considered the appropriateness of the proposed map amendment which is the subject
36 of this Ordinance; and

37
38 WHEREAS, the applicant has voluntarily proposed conditions limiting the use of
39 the property, as set forth in Section 2 below.

40
41 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE
42 VILLAGE OF WELLINGTON, FLORIDA, THAT:

43
44 SECTION 1: The future land-use designation for the property described in
45 Exhibit "A" is hereby established as Commercial Recreation (47.9 acres) and
46 Residential "B" (10.0 acres) on the Future Land Use Map in the Village of Wellington

1 Comprehensive Plan.

2
3 **SECTION 2:** The uses allowed on the subject property shall be limited to those
4 specified as follows:

- 5 1. Show rings, schooling areas and paddocks.
- 6 2. Covered viewing, starter, judges, announcer and farrier stands.
- 7 3. Show office (not to exceed 7,500 square feet).
- 8 4. Vendor facilities associated with the commercial equestrian arena.
- 9 5. Permanent and temporary stalls (1,500 permanent, 500 temporary);
10 temporary stalls to be limited to six months. Prior to the time the owner
11 completes the construction of the permanent stalls permitted, owner may
12 make up the difference by using temporary stalls, however, in no event
13 shall the total number exceed 2,000 stalls.
- 14 6. Recreational vehicle area to accommodate 60 participants only, if such
15 use is subsequently approved in an amendment to the current Equestrian
16 Overlay Zoning District (EOZD) regulations. Subject to recreational
17 vehicle use being approved within the EOZD, recreational vehicles on the
18 property shall be limited to continuous occupancy of six months during the
19 period of time associated with the winter equestrian season; provided a
20 caretaker's or security quarters may be established for year-round use, as
21 provided in the Land Development Regulations.
- 22 7. Cooling stations for horses, veterinarian office (no more than 5,000 square
23 feet), timer course/course design office, jump storage and repair, truck
24 maintenance and pumps.
- 25 8. VIP lounge (restaurant use with no more than 10,000 square feet).
- 26 9. Two private residences with permitted barn, groom, and security quarter
27 (five acres each), which shall comply with the Land Development
28 Regulations in effect at the time of this Future Land Use Map amendment
29 to Residential "B" for the subject property.
- 30 10. Permitted accessory uses associated with the principal use and those
31 needed for its operation such as manure removal/storage area, trash
32 container areas, parking, etc. and those accessory uses that may be
33 required by the U.S.E.F. (the national governing body of equestrian
34 sports) and are compliant with the applicable standards of the Land
35 Development Regulations in effect at the time of this Future Land Use
36 Map amendment to Residential "B" for the subject property.

37
38 **SECTION 3:** The Village Manager is hereby directed to cause the Future Land
39 Use Map of the Comprehensive Plan to be amended, subject to the conditions in
40 Section 2 above, in accordance with this Ordinance.

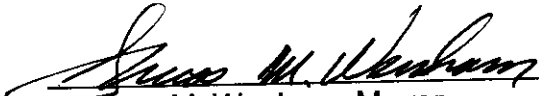
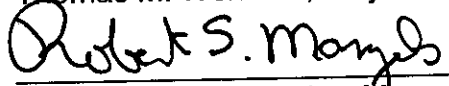
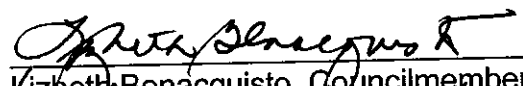
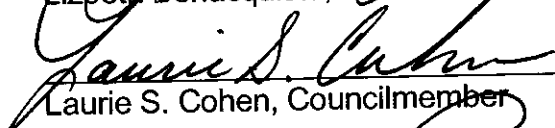

41
42 **SECTION 4:** The effective date of this Ordinance shall be the date a final order
43 is issued by the Florida Department of Community Affairs finding the amendment to be
44 in compliance in accordance with Section 163.3184, F.S., or the date a final order is
45 issued by the Administration Commission finding the amendment to be in compliance
46 with Section 163.3184, F.S.

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PASSED this 27th day of September 2005, upon first reading.

PASSED AND ADOPTED this 9th day of October 2007, on second and final reading.

VILLAGE OF WELLINGTON

	FOR	AGAINST
BY: <u></u> Thomas M. Wenham, Mayor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u></u> Robert S. Margolis, Vice Mayor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u></u> Lizbeth Benacquisto, Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u></u> Laurie S. Cohen, Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u></u> Dr. Carmine A. Priore, Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:

BY: 
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

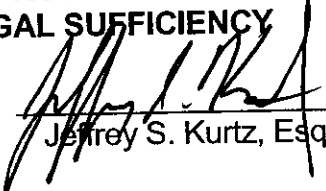
BY: 
Jeffrey S. Kurtz, Esq., Village Attorney

Exhibit "A"
Legal Description

LEGAL DESCRIPTION:

COMMERCIAL RECREATION AMENDMENT
PROPERTY DESCRIPTION

SCHEDULE "A"

BEING A TRACT OF LAND LYING AND BEING IN PART OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST (FOR CONVENIENCE, ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OR SECTION 29, A DISTANCE OF 2740.98 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST, A DISTANCE OF 2611.67 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 00 DEGREES 50 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1345.02 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 1972.55 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 650.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 622.46 FEET, CENTRAL ANGLE OF 90 DEGREES 14 MINUTES 00 SECONDS; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 980.29 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE TANGENT TO SAID CURVE, A DISTANCE OF 13.00 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING:
2,783,062 SQUARE FEET OR 63.890 ACRES MORE OR LESS. (GROSS)

LESS THE 10 ACRE RESIDENTIAL PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER (S1/4) OF SAID SECTION 29; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST (FOR CONVENIENCE, ALL BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH LINE OR SECTION 29, A DISTANCE OF 64.66 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST, A DISTANCE OF 984.25 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 32 SECONDS EAST, A DISTANCE OF 1045.54 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 306.25 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 350.48 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 622.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 14 MINUTES 00 SECONDS, A DISTANCE OF 1043.29 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE TANGENT TO SAID CURVE, A DISTANCE OF 13.00 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING:

66,002 SQUARE FEET OR 1.515 ACRES MORE OR LESS.: C-2 CANAL R/W
129,332 SQUARE FEET OR 2.969 ACRES MORE OR LESS.: C-25 CANAL R/W
2,587,728 SQUARE FEET OR 59.406 ACRES MORE OR LESS.
64,593 SQUARE FEET OR 1.483 ACRES MORE OR LESS.: SOUTH ROAD R/W

2,523,135 SQUARE FEET OR 57.923 ACRES MORE OR LESS. (NET AREA)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

RESIDENTIAL B AMENDMENT
PROPERTY DESCRIPTION

BEING A TRACT OF LAND LYING AND BEING IN PART OF SECTION 29, TOWNSHIP 44 SOUTH,
RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER (S1/4) OF SAID SECTION 29;
THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST (FOR CONVENIENCE, ALL
BEARINGS SHOWN HEREIN ARE RELATIVE TO AN ASSUMED MERIDIAN) ALONG THE SOUTH
LINE OR SECTION 29, A DISTANCE OF 64.66 FEET TO THE POINT OF BEGINNING OF THIS
PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 26 MINUTES 28 SECONDS
WEST, A DISTANCE OF 984.25 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 32
SECONDS EAST, A DISTANCE OF 1045.54 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES
35 SECONDS EAST, A DISTANCE OF 306.25 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES
32 SECONDS WEST, A DISTANCE OF 350.48 FEET TO THE BEGINNING OF A CURVE
CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 622.46 FEET; THENCE
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90
DEGREES 14 MINUTES 00 SECONDS, A DISTANCE OF 1043.29 FEET TO THE END OF SAID
CURVE; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE
TANGENT TO SAID CURVE, A DISTANCE OF 13.00 FEET; THENCE SOUTH 00 DEGREES 47
MINUTES 32 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING:
435,622 SQUARE FEET OR 10.00 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY OF
RECORD.

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Timothy M. Smith Land Surveying, Inc.

July 16, 2025

To Whom it May Concern
Village of Wellington

Re: **10 Acre Residential Parcel Ordinance Number 2005-19**

Dear Sirs:

Please let this letter serve as certification to the following:

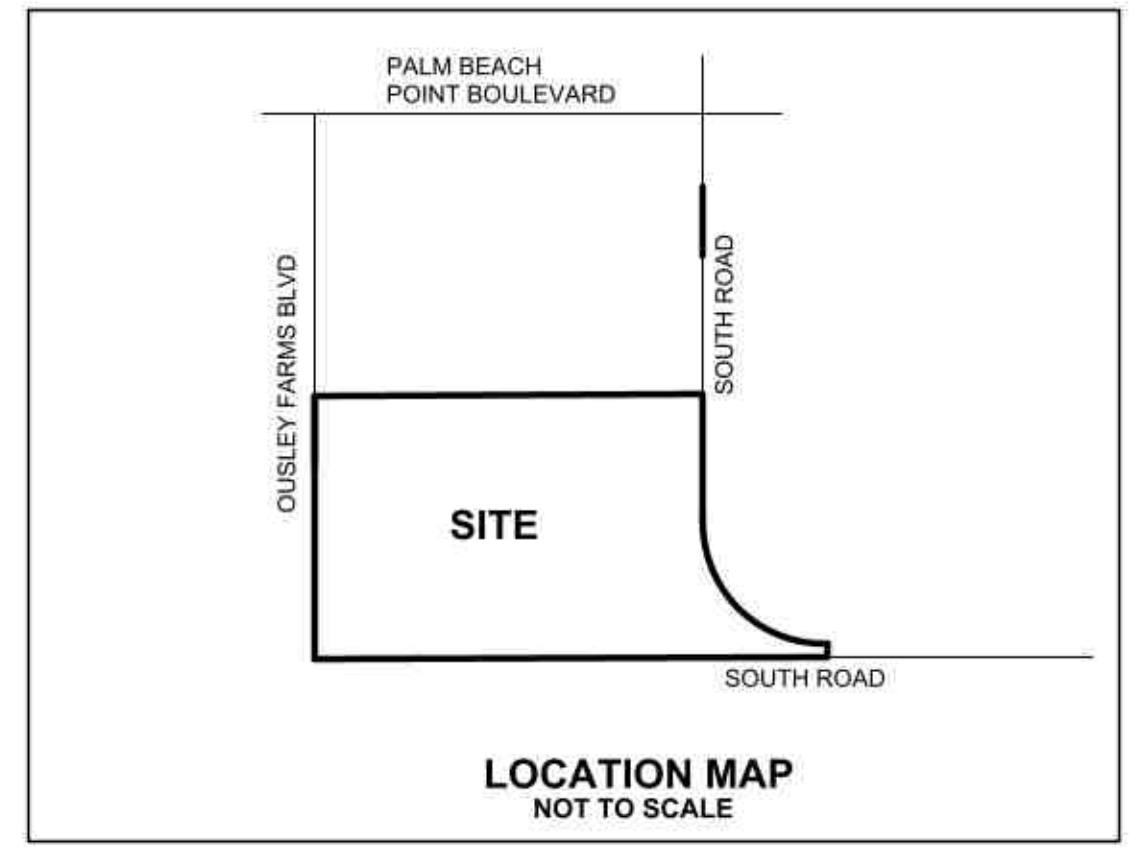
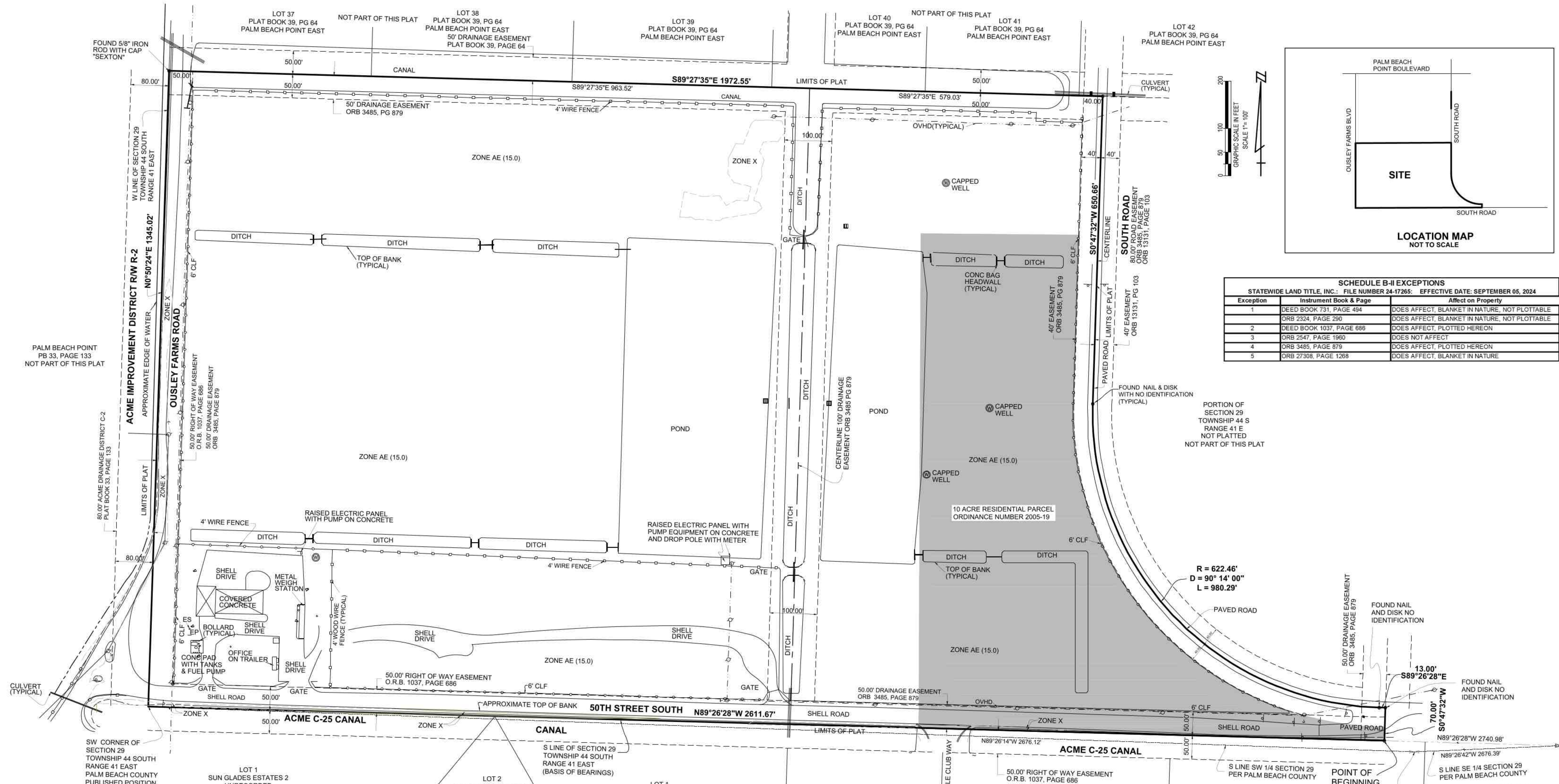
- The Surveyor has reviewed that certain Village of Wellington Ordinance Number 2005-19.
- The document contains a legal description for “Residential B Amendment Property Description”. The legal description contains ambiguities that prevent a mathematical closure and, consequently, an inability for the surveyor to accurately locate the boundary.
- The attached Exhibit depicts a shaded area labeled “10 Acre Residential Parcel Ordinance Number 2005-19”. This represents the Surveyor’s best interpretation of the location of the described parcel.

Sincerely,

Timothy M. Smith Land Surveying, Inc.,



Timothy M. Smith, P.S.M.
President



SCHEDULE B-II EXCEPTIONS		
STATEWIDE LAND TITLE, INC.: FILE NUMBER 24-17265: EFFECTIVE DATE: SEPTEMBER 05, 2024		
Exception	Instrument Book & Page	Affect on Property
1	DEED BOOK 731, PAGE 494	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
	ORB 2324, PAGE 290	DOES AFFECT, BLANKET IN NATURE, NOT PLOTTABLE
2	DEED BOOK 1037, PAGE 688	DOES AFFECT, PLOTTED HEREON
3	ORB 2547, PAGE 1960	DOES NOT AFFECT
4	ORB 3485, PAGE 879	DOES AFFECT, PLOTTED HEREON
5	ORB 27308, PAGE 1268	DOES AFFECT, BLANKET IN NATURE

- SURVEYOR'S NOTES**
- THE SURVEY DEPICTED HEREIN IS CLASSIFIED AS A BOUNDARY SURVEY.
 - THE CONTROL SURVEY FOR THE SURVEY DEPICTED HEREON MEETS OR EXCEEDS A LINEAR CLOSURE OF 1 FOOT IN 15,000 FEET. THE EXPECTED USE OF SAID SURVEY IS FOR HIGH RISK COMMERCIAL.
 - UNDERGROUND IMPROVEMENTS WERE NOT LOCATED BY THIS SURVEY.
 - TIMOTHY M. SMITH LAND SURVEYING, INC., LICENSED BUSINESS NUMBER LB-6865.
 - LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
 - THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OR THE AUTHENTICATED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 - ADDITIONS OR DELETIONS TO SURVEY MAP BY ANY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
 - ALL COMPUTED DATA OR PLOTTED FEATURES DEPICTED ON THIS SURVEY MAP ARE SUPPORTED BY ACCURATE SURVEY MEASUREMENTS MADE BY THE SURVEYOR.
 - DIMENSIONS SHOWN HEREON ARE EXPRESSED IN UNITED STATES STANDARD FEET AND DECIMAL PARTS THEREOF.
 - BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF NORTH 89°26'28\"/>

LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING AND BEING IN A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°26'28\"/>

- LEGEND**
- ANCHOR
 - CLEANOUT
 - WATER METER
 - WOOD POWER POLE
 - A/C AIR CONDITIONING
 - INDICATES NAIL & DISK NO ID
 - PLAT BOOK
 - PAGE
 - OFFICIAL RECORDS BOOK
 - SIGN
 - CONC CONCRETE
 - NO ID NO IDENTIFICATION
 - LARGE SPRINKLER
 - CHAIN LINK FENCE
 - EQUIP EQUIPMENT
 - EMERGENCY SHUTOFF
 - ELECTRIC PANEL
 - WELL
 - RADIUS LENGTH
 - ARC LENGTH
 - DELTA ANGLE

REVISED MARCH 20, 2025: VILLAGE OF WELLINGTON COMMENTS

TIMOTHY M. SMITH LAND SURVEYING, INC.
 4546 CAMBRIDGE STREET
 WEST PALM BEACH, FL 33415
 (561) 602-8160
 LB #6865

BOUNDARY SURVEY
 14833 50TH STREET
 WELLINGTON, FLORIDA

SHEET 1 OF 1
 SCALE: 1"=100'
 DATE: OCT 2024
 DIRECTORY: FAR50TH
 FIELD BOOK: ELEC.
 DWG NO.: FAR50TH

TIMOTHY M. SMITH, P.S.M.
 FLORIDA REGISTRATION NO. 4676
 DATE OF SURVEY: OCTOBER 15, 2024

Village of Wellington Official Zoning Map



Legend

Zoning Districts

- ER - Equestrian Residential (Low Density)
- RS - Residential Single-family (Low Density)
- RM - Residential (Medium Density)
- RH - Residential (High Density)
- CC - Community Commercial
- CF - Community Facilities
- ECR - Equestrian Commercial Recreation
- PUD - Planned Unit Development
- MUPD - Multiple Use Planned Development
- MCPD - Medical Center Planned Development
- FLEX - Flex Use
- PBC/Other

Overlays

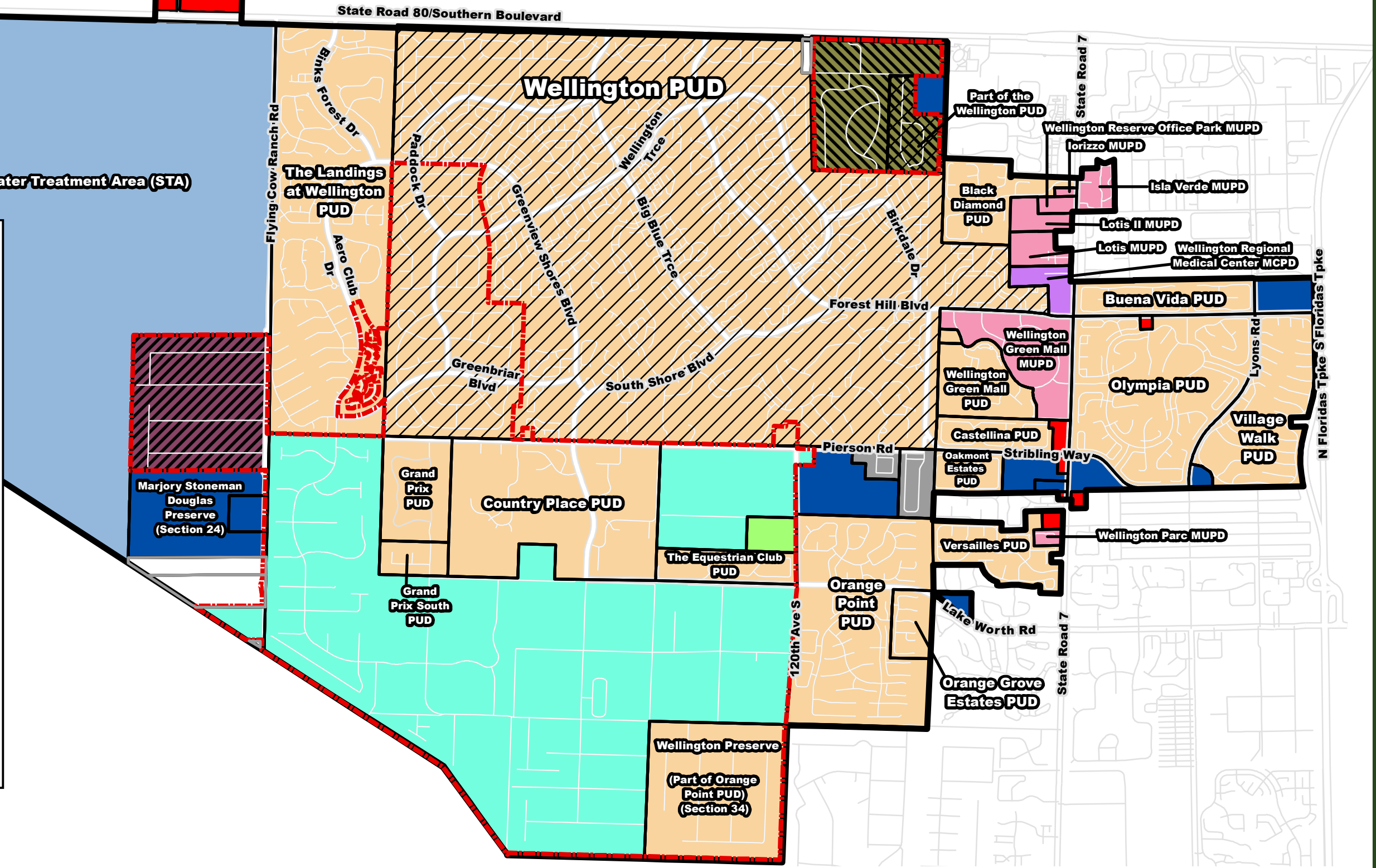
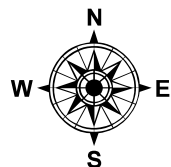
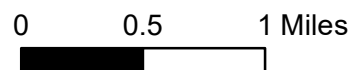
- EOZD - Equestrian Overlay Zoning District
- LROZD - Little Ranches Overlay Zoning District
- RROZD - Rustic Ranches Overlay Zoning District

Municipal Boundary

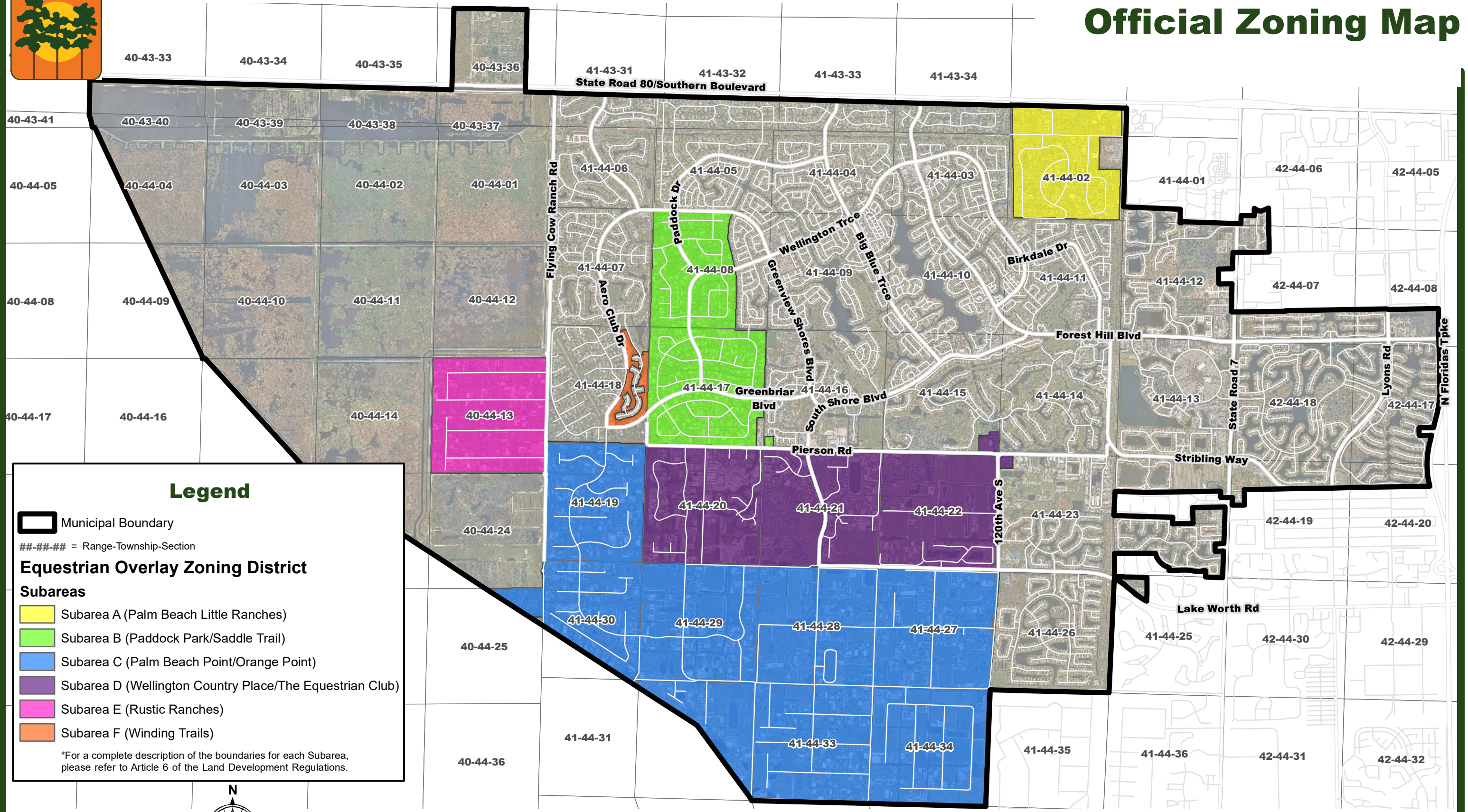
*Density ranges for properties in residential districts are determined by a property's Future Land Use Map designation.

Ordinance No. 2025-3

Adoption Date: 2/11/2025



Village of Wellington Official Zoning Map



Legend

Municipal Boundary

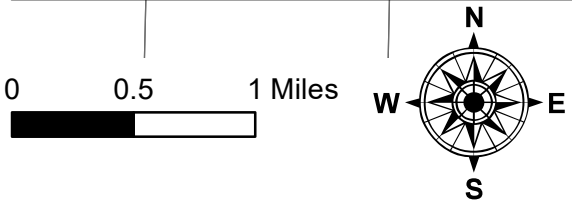
###-###-### = Range-Township-Section

Equestrian Overlay Zoning District

Subareas

- Subarea A (Palm Beach Little Ranches)
- Subarea B (Paddock Park/Saddle Trail)
- Subarea C (Palm Beach Point/Orange Point)
- Subarea D (Wellington Country Place/The Equestrian Club)
- Subarea E (Rustic Ranches)
- Subarea F (Winding Trails)

*For a complete description of the boundaries for each Subarea, please refer to Article 6 of the Land Development Regulations.



Village of Wellington Official Zoning Map



Legend

Zoning Districts

- ER - Equestrian Residential (Low Density)
- RS - Residential Single-family (Low Density)
- RM - Residential (Medium Density)
- RH - Residential (High Density)
- CC - Community Commercial
- CF - Community Facilities
- ECR - Equestrian Commercial Recreation
- PUD - Planned Unit Development
- MUPD - Multiple Use Planned Development
- MCPD - Medical Center Planned Development
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- PBC/Other

Overlays

- EOZD - Equestrian Overlay Zoning District
- LROZD - Little Ranches Overlay Zoning District
- RROZD - Rustic Ranches Overlay Zoning District

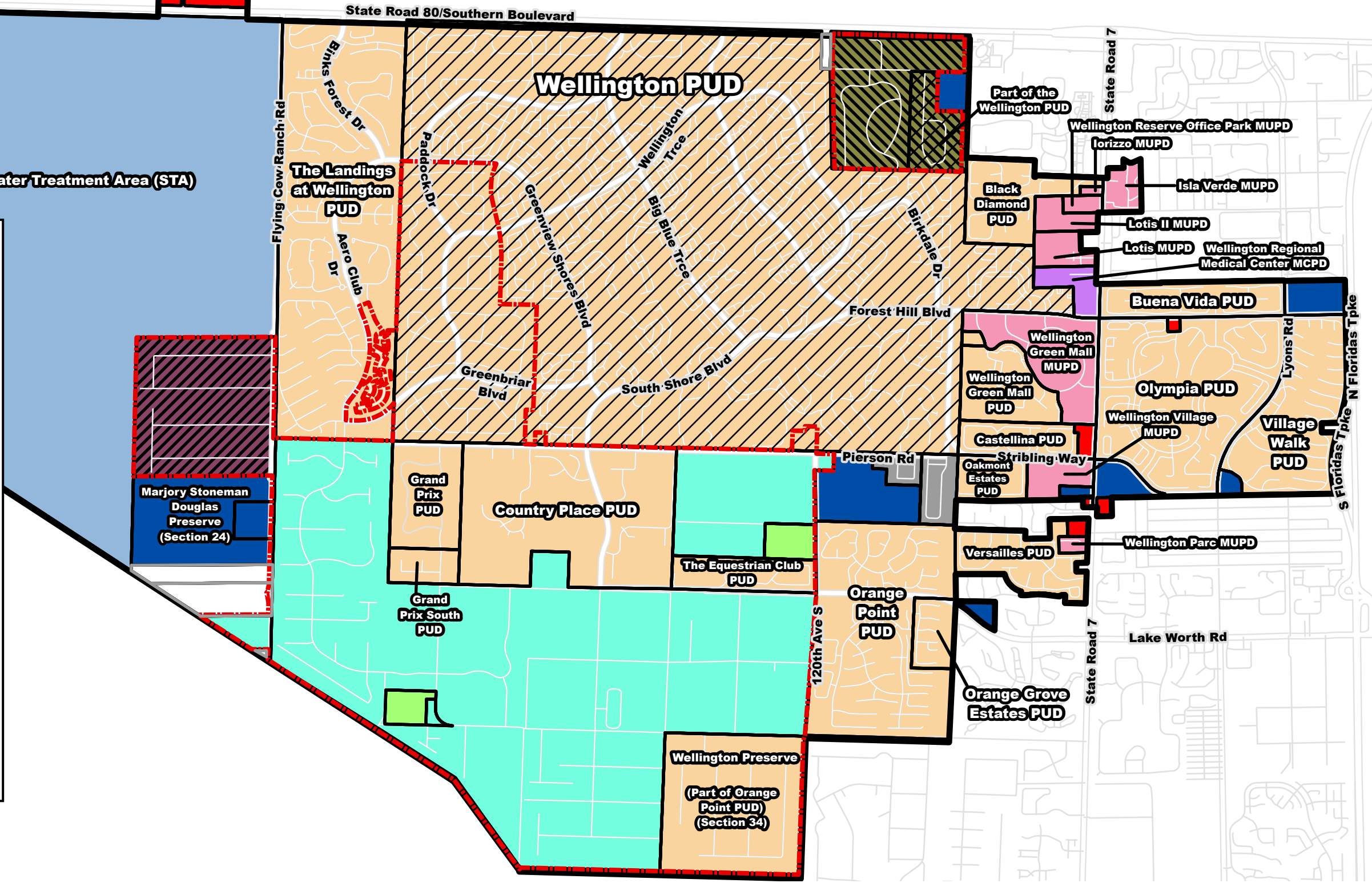
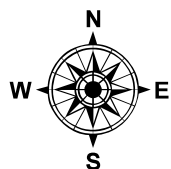
▭ Municipal Boundary

*Density ranges for properties in residential districts are determined by a property's Future Land Use Map designation.

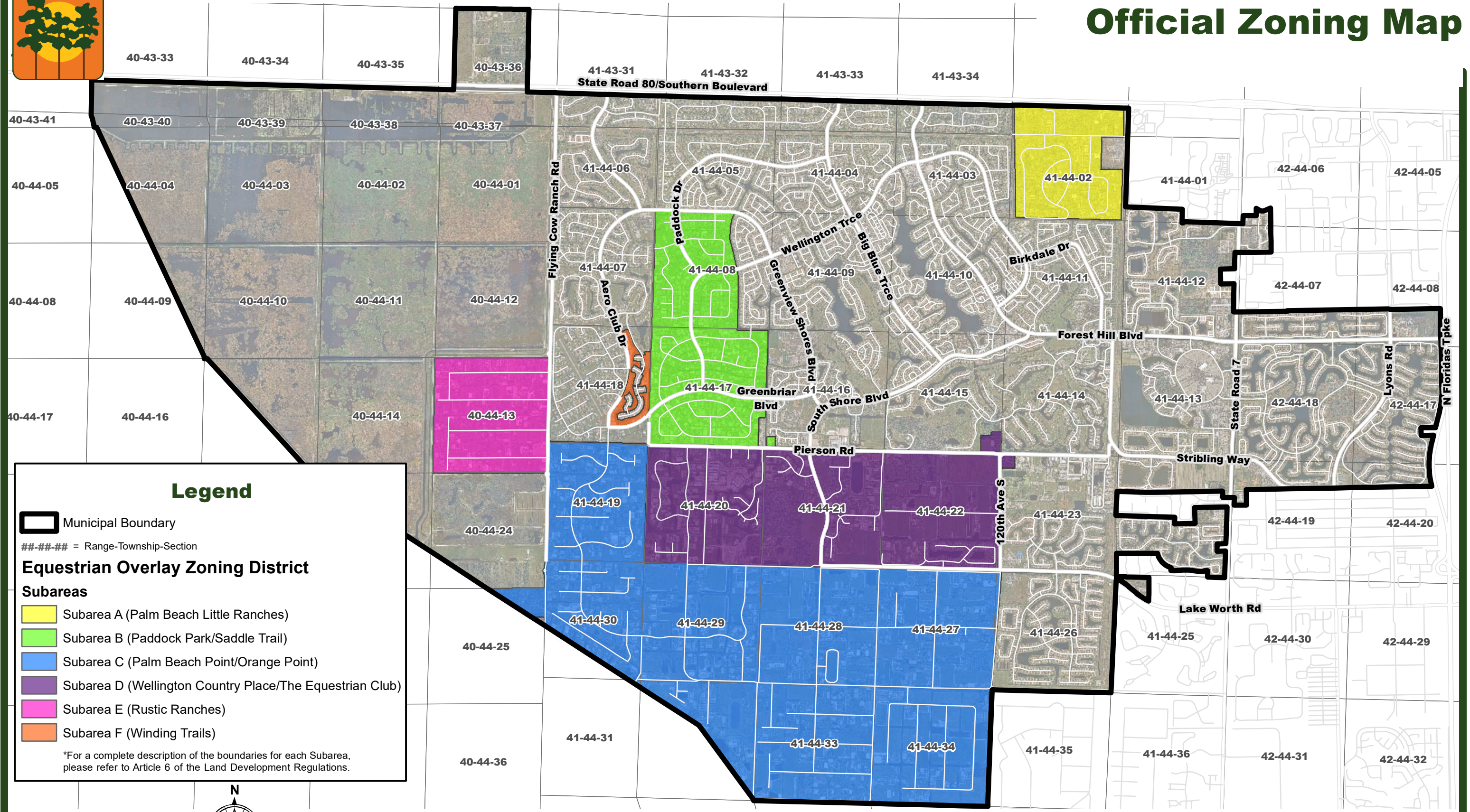
Ordinance No. 2025-27

Adoption Date: TBD

0 0.5 1 Miles



Village of Wellington Official Zoning Map



Legend

Municipal Boundary

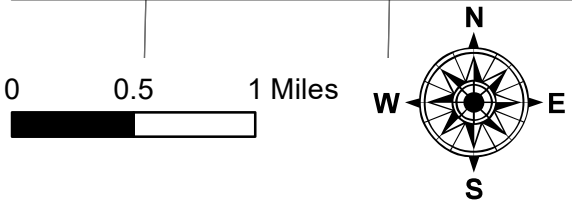
###-###-### = Range-Township-Section

Equestrian Overlay Zoning District

Subareas

- Subarea A (Palm Beach Little Ranches)
- Subarea B (Paddock Park/Saddle Trail)
- Subarea C (Palm Beach Point/Orange Point)
- Subarea D (Wellington Country Place/The Equestrian Club)
- Subarea E (Rustic Ranches)
- Subarea F (Winding Trails)

*For a complete description of the boundaries for each Subarea, please refer to Article 6 of the Land Development Regulations.



From: [Tim Stillings](#)
To: [Kelly Ferraiolo](#)
Subject: FW: Ousley Hay & Feed Project
Date: Tuesday, April 15, 2025 1:49:38 PM

Opposition...

Tim Stillings

Planning, Zoning and Building Director | Village of Wellington
12300 Forest Hill Boulevard | Wellington FL 33414
561.791.4013 | tstillings@wellingtonfl.gov

wellingtonfl.gov

From: Mat Forrest <mat@ballardpartners.com>
Sent: Tuesday, April 15, 2025 11:57 AM
To: Tim Stillings <tstillings@wellingtonfl.gov>
Subject: Ousley Hay & Feed Project

This Message originated outside your organization.

Hey Tim,

I see that the application for the Ousley Hay & Feed project has been resubmitted.

I still represent Arion holdings and Aurora Rangel, 15000 46th Ln S, Wellington, Florida 33414.

We remain opposed to the Rezoning, Site Plan, and Development Order Amendment application for the Ousley Hay & Feed project, application Plan Number: **2025-0003-DOA**

Do you have time this week for a quick call on the issue later this week? I know you're busy so let me know what's best for you.

Thanks for the help!
Mat

Mat Forrest

BALLARD | PARTNERS

201 E. Park Ave., 5th Floor
Tallahassee, FL 32301
O: 850-577-0444
M: 561-779-7003

David and Joyce McArdle
4601 Garden Point Trail
Wellington, Florida, 33414

April 18 2025

Mayor Michael J. Napoleone
Vice Mayor Tanya Siskind
Councilman John T. McGovern
Councilwoman Maria S. Antuna
Councilwoman Amanda Silvestri
Cory Lyn Cramer, Plan and Zoning Manager
Jim Barnes, Village Manager,
Tim Stillings, Planning, Zoning and Building Director
Laurie Cohen Village Attorney

Dear Honorable Mayor Michael J. Napoleone, Vice Mayor Tanya Siskind, Councilman John T. McGovern, Councilwoman Maria S. Antuna, Councilwoman Amanda Silvestri, Planning and Zoning Manager Cory Lyn Cramer, Deputy Village Manager Tanya Quickel, Assistant Village Manager Ed De La Vega, Village Manager Jim Barnes, Planning, Zoning and Building Director Tim Stillings, and Village Attorney Laurie Cohen,

We are writing to express our concerns regarding the establishment of a manure transfer site currently operated by Agricultural Blending at 14833 50th Street South. This facility, which has been confirmed as a manure transfer site during the Solid Waste Authority meeting held on April 9, 2025, is actively operating and pursuing rezoning to expand its operations.

The presence of such a facility within our residential equestrian community presents several significant concerns. Firstly, there is the potential for a negative impact on property values. The industrial nature of this operation is incompatible with the character of a neighborhood designed for residential and equestrian use.

Secondly, the increased traffic associated with the facility poses serious road safety issues. Large trucks, some reportedly exceeding permissible sizes, are regularly seen on roads such as Flying Cow Road, Indian Mound, Ousley Farm Road, 50th Street, and Palm Beach Point Boulevard. The volume and speed of these vehicles threaten the safety of residents, equestrians, and other road users. Furthermore, the continued presence of heavy trucks may accelerate the deterioration of our roads, resulting in long-term infrastructure concerns.

Environmental and health implications also warrant immediate attention. The large-scale handling of manure introduces air quality issues, including odor dispersion, which affects the quality of life for nearby residents. The proposed expansion into Biochar operations, which involves the burning of manure, could introduce additional environmental hazards. We have also observed an increase in fly populations and general sanitation concerns, and the site's proximity to local water sources raises the possibility of contamination.

From a zoning and land use perspective, the facility stands in stark contrast to the intended use of our community. The area is zoned for residential and equestrian activities, and the current and proposed operations are more appropriately classified as commercial or industrial in nature. Rezoning this property would compromise the intended purpose of the area and set a concerning precedent. As confirmed in the Solid Waste Authority meeting the 9th of April 2025, facilities of this type are considered industrial and should not be permitted within a residential zone.

We respectfully request that the Village of Wellington consider these concerns seriously as discussions of rezoning move forward. The character, safety, and environmental integrity of our community are at stake, and we urge you to act in the best interests of the residents.

At the wish in being helpful in your endeavor, could the village investigate if the 5.25-acre parcel on Benoist Farms Road be alternative to give a solution to this problem? Please see discussion from the SWA meeting held on the 9th of April 2025 (minute 38).

<https://youtu.be/sFR0r4NKMKE>

We are available for further discussion and stand ready to provide any additional information or assistance required.

Sincerely,

David and Joyce McArdles

From: [Tim Stillings](#)
To: [Kelly Ferraiolo](#)
Cc: [Cory Cramer](#)
Subject: FW:
Date: Tuesday, April 15, 2025 2:35:38 PM

Tim Stillings

Planning, Zoning and Building Director | Village of Wellington
12300 Forest Hill Boulevard | Wellington FL 33414
561.791.4013 | tstillings@wellingtonfl.gov

wellingtonfl.gov

From: Gicela Mirzadeh <cicimir@gmail.com>
Sent: Tuesday, April 15, 2025 1:49 PM
To: Michael J. Napoleone <mnapoleone@wellingtonfl.gov>; Tanya Siskind <tsiskind@wellingtonfl.gov>; John McGovern <jmccgovern@wellingtonfl.gov>; Maria Antuña <mantuna@wellingtonfl.gov>; Amanda Silvestri <asilvestri@wellingtonfl.gov>; cramer@wellingtonfl.gov; Tanya Quickel <tquickel@wellingtonfl.gov>; Ed De La Vega <edelavega@wellingtonfl.gov>; Jim Barnes <jbarnes@wellingtonfl.gov>; Laurie Cohen <lcohen@wellingtonfl.gov>; Tim Stillings <tstillings@wellingtonfl.gov>
Subject:

This Message originated outside your organization.

manure project at 50th street

April 15th 2025

I am writing over the deep concern and change of life that the transfer site in 14833 50th street south is producing in my life, family and home it s not only the constant sound of trucks coming and going, or the noise they make when they unload the manure they bring, or the undeniable increase of flies, it s the odor that it dispels and is invading my quality of life. I say quality of life because I am concerned about my family's health aside from my own.

As if it were not enough, I have just learned as well that the company Agricultural Blending is seeking to expand into a BIOCHAR operation, which will involve the burning of manure. So I expect the odors will increase even more and the air my family and I breathe will be subjected to an even more toxic ambience than it already is.

Surely an operation which implies the dumping of manure and perhaps in the future its processing, is not something a city permits in a residential area. And the fact that it is an equestrian residential area surely can not justify the dumping of horse manure,

least of all in front of my home. IT IS IN FRONT OF MY HOME. IS this something that anyone would like to have in front of their home?

I ask you PLEASE to remove this site and relocate it where it will be beneficial to us all and not a HAZARD to our health and ultimately quality of life

Thank you

Sincerely

Gicela Mirzadeh
4788 Garden Point Trail
Wellington, FL 33414

From: [Tim Stillings](#)
To: [Tim Stillings](#)
Cc: [Cory Cramer](#); [Kelly Ferraiolo](#)
Subject: Fwd: Manure Facility
Date: Sunday, May 4, 2025 5:45:13 PM

Tim

Begin forwarded message:

From: Lacy Morrone-Cramer <lacymorronecramer@me.com>
Date: May 4, 2025 at 3:21:30 PM EDT
To: "Michael J. Napoleone" <mnapoleone@wellingtonfl.gov>, Jim Barnes <jbarnes@wellingtonfl.gov>, stillings@wellingtonfl.gov
Cc: Adam Cramer <equisportllc@mac.com>
Subject: Manure Facility

This Message originated outside your organization.

Dear Mayor Napoleone and Council Members,

I am writing to bring to your attention a matter of grave concern regarding the continued operation of a facility in Wellington that is being misrepresented as agriculturally exempt, when in fact, all evidence suggests otherwise.

My family has been gravely affected by this operation, odors are constant and extreme at times. Our health is being affected and our riding activities and operations are being compromised while our daughter and clients come to ride.

That traffic is insufferable, I have made complaints to the sheriffs office and only once was traffic monitored. Everyday is a battle under these circumstances.

As you should know being a municipal authority, this site has never been classified as agricultural in its use or history, and we are aware that the Village of Wellington has allowed them to operate despite this fact that is able to be confirmed at the property appraiser's office. So there is no ag exemption at all. Additionally, it has never functioned as a farm, and yet it has been allowed to operate as a manure transfer station, handling it in industrial quantities. On top of that in this equestrian residential zoning there is commercial activities and sales where keeping:

- Thousands of bags of shavings

- Bulk bales of hay
- Diesel storage and sales from tanks placed adjacent to a body of water

This facility does not meet agricultural exemption criteria, there should not be a business on equestrian residential zones property and it is clear that misclassification has been allowed — or overlooked — at the cost of the residents safety and trust in the Village administration. This mirrors none of the enforcement standards seen in similar cases such as the R&B Nursery on 50th Street, where it was not allowed to operate without hesitation.

Additionally, this operation poses serious health and safety risks:

- Fire hazards: No fire hydrants are on site, and fires are a known risk in facilities handling solid livestock waste.
- Environmental risks: Diesel storage near water threatens contamination.
- Storage of old tires that are known contaminants.
- Unpermitted dwellings: There appear to be trailer homes on-site without any records of septic systems or well infrastructure. How are these living conditions being permitted?

Residents have raised these issues in good faith and deserve transparency and protection, not misinformation.

We ask the Village of Wellington to enforce its own codes fairly and immediately shut down and investigate this facility, as its continued operation under false exemption creates ongoing public risk and undermines the rule of law.

Sincerely,
Adam & Lacy
267-218-3710

From: [Tim Stillings](#)
To: [Kelly Ferraiolo](#)
Cc: [Cory Cramer](#)
Subject: FW: HANDLING OF MANURE AT 14833 50TH STREET SOUTH
Date: Tuesday, April 15, 2025 2:35:18 PM

Tim Stillings

Planning, Zoning and Building Director | Village of Wellington
12300 Forest Hill Boulevard | Wellington FL 33414
561.791.4013 | tstillings@wellingtonfl.gov

wellingtonfl.gov

From: moemirz@aol.com <moemirz@aol.com>
Sent: Tuesday, April 15, 2025 2:34 PM
To: Michael J. Napoleone <mnapoleone@wellingtonfl.gov>; Tanya Siskind <tsiskind@wellingtonfl.gov>; John McGovern <jmcmgovern@wellingtonfl.gov>; Maria Antuña <mantuna@wellingtonfl.gov>; Amanda Silvestri <asilvestri@wellingtonfl.gov>; cramer@wellingtonfl.gov; tquivkel@wellingtonfl.gov; Ed De La Vega <edelavega@wellingtonfl.gov>; Jim Barnes <jbarnes@wellingtonfl.gov>; Idohen@wellingtonfl.gov; Tim Stillings <tstillings@wellingtonfl.gov>
Subject: HANDLING OF MANURE AT 14833 50TH STREET SOUTH

This Message originated outside your organization.

April 15th, 2025

Dear council members,

I hope this message finds you well. I am writing to formally express my strong opposition to the proposed manure processing plant near my property located at 4788 Garden Point Trail, Wellington

While I understand the need for responsible waste management, placing such a facility adjacent to residential properties raises several serious concerns:

1 ODOR AND AIR QUALITY

Manure processing plants are known to produce strong odors, even with mitigation systems in place. This would significantly impact the quality of life for myself and my neighbors, making it unpleasant to spend time outdoors or even open windows.

2 PROPERTY VALUE IMPACT

The presence of a manure facility will almost certainly reduce property values in the surrounding area, This is not only a financial concern but also affects the long-term

stability and appeal of our community.

3 ENVIRONMENTAL AND HEALTH RISKS

Runoff, airborne particulates and other byproducts from such operations can pose risks to nearby water sources and the general health of those living close by, especially children and the elderly. May I remind you that residents in this area are on well water.

4 NOISE AND TRAFFIC

Increased truck traffic and noise from operations would disrupt the peace of what is currently a quiet, residential area.

I respectfully urge decision-makers to reconsider the proposed location and explore alternative sites better suited to industrial operations-sites that would not compromise the well-being, health, and property of nearby residents

Thank you for your attention to this matter I would appreciate the opportunity to discuss this further and participate in any public meetings or hearings related to the project

Sincerely

Mohammad Mirzadeh
4788 Garden Point Trail
Wellington, Florida 33414
moemirz@aol.com
561-723-5718

MATTHEW F. LUPARDO, P.A.

ATTORNEY AT LAW

MEMBER NEW YORK AND FLORIDA BARS

REGIONAL PROFESSIONAL BUILDING
685 ROYAL PALM BEACH BOULEVARD
SUITE 104
ROYAL PALM BEACH, FLORIDA 33411

TELEPHONE (561) 204-2988

FACSIMILE (561) 204-2989

May 22, 2025

BY EMAIL & CERTIFIED MAIL

Michael J. Napoleone
Mayor
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email: MNapoleone@WellingtonFl.gov

BY EMAIL & CERTIFIED MAIL

Tanya Siskind
Vice Mayor
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email: TSiskind@WellingtonFl.gov

BY EMAIL & CERTIFIED MAIL

John T. McGovern
Councilman
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email: JMcGovern@WellingtonFl.gov

BY EMAIL & CERTIFIED MAIL

Maria S. Antuna
Councilwoman
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email: MAntuna@WellingtonFl.gov

BY EMAIL & CERTIFIED MAIL

Amanda Silvestri
Councilwoman
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email: ASilvestri@WellingtonFl.gov

OBJECTION TO PERMIT APPLICATION

2025-001-ZCON

RE Property: 4700 Garden Point Trail, Wellington, Fl 33414
PCN#: 73-41-44-19-01-010-0010
Legal Desc: Lot 1, Block 10, PALM BEACH POINT, according to
the Plat thereof as recorded in Plat Book 33, Pages 133
to 136 inclusive, of the Public Records of Palm Beach
County, Florida.
Our File No.: RE 25-380
Permit No.: 2025-0001-ZCON/14833 50th Street South

Dear Village of Wellington Council Members,

I legally represent Neil and Deborah Rego, the owners of the above-referenced Property. The intent of this correspondence is to put the Village of Wellington ("Village") on notice that my clients oppose the above-referenced permit application for the proposed expansion of the manure blending and transfer station located at 14833 50th Street South. Furthermore, my clients also want to state their objection to the concomitant paving and expansion of 50th Street to support the material increase in manure processing contemplated by this permit application.

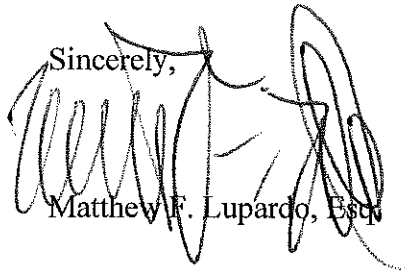
Importantly, I have included the legal description and parcel control number of my clients' property to allow the Village to confirm the very close proximity of their residence to the manure station and to 50th Street. The southwest corner of their property is only 496 yards from 50th Street. Currently, and without contemplated improvements, 50th Street poses a significant noise nuisance to my clients due to the increasing commercial vehicle traffic conducted thereon. This is even without the contemplated improvements necessary to handle the additional volume of commercial vehicle traffic that will inevitably result from the expansion of the manure station. The improvement of 50th Street will only create a great deal of additional noise and traffic which will inevitably degrade and diminish the high-quality equestrian quality of life and ambient that all the residents of Palm Beach Point, and the adjoining farms and homeowners associations, have come to expect and enjoy since Wellington's ascendance to the equestrian capital of the United States. As such, any increase in traffic and/or concomitant improvements to 50th Street will only severely affect the proximate residents and the Village at large.

The distance from the southeast corner of my client's property to the northwest corner of the manure processing facility is only 142 yards. With the increased capacity that the permit would allow, the mass processing of manure can only again result in further deleterious effects to the community and the Village at large, which include flies, odors, the spread of disease, and the reduction of the quality of life for all the surrounding residents.

Did anyone ever expect any part of the Village of Wellington to be a commercial mass waste processing center? Definitely not! Not the least of which the equestrian communities that support, fund, and provide horses to the Village's world-renowned horse show. Both the contemplated permit for the manual processing facility and the necessary road work to support it are overwhelmingly opposed by the residents surrounding these subject areas and the residents of the Village of Wellington at large. This can be seen by simply speaking to people, by the relevant litigation and by all the negative social media commentary these two items have garnered. Furthermore, there are multiple legal hurdles that have to be overcome in order for the Village to proceed (See Related Correspondence To Village Attached Hereto As Exhibit "A"). As such, my clients request that the permit applications for the manure processing plant be denied. Furthermore, my clients request that no improvements to increase the commercial volume of traffic conducted on 50th Street be approved and/or initiated.

Thank you.

Sincerely,



Matthew F. Lupardo, Esq.

CC: Nicolas Paillot – NicolasPaillot@Gmail.com
Nicol Ramsay – NicolDRamsay@Gmail.com
Cristina Danguillecourt – Ymas@Sandaraca.es
Dane M. Policastro – DanePolicastro@Gmail.com
Kathleen Gannon – KathleenGannon@Me.com
Rod Bryson – RodBryson@Bellsouth.net



KATIE EDWARDS-WALPOLE, P.A.
— KATIE@FLFARMLAW.COM —

January 2, 2025

Village of Wellington
Department of Planning and Zoning
Submitted Electronically via Customer Service System

**SUBJ: Zoning Confirmation Letter Request
14833 50th Street South/PCN 73414429000007010 (the “Property”)**

To Whom It May Concern:

This is a request for zoning confirmation letter for the above-referenced Property.

Request One: Confirm location and acreage for the two Future Land Use Designations on the Property

The Village has issued two (2) zoning confirmation letters for the Property in the past several months for the Property. Based on the attached letters, it appears that the Property’s Future Land Use Designation is Equestrian Commercial Recreation (ECR), while the Zoning District is Residential Equestrian (ER) and Equestrian Overlay Zoning District (EOZD) is EOZD-C.

However, there is a discrepancy between the recent Zoning Confirmation Letters provided by the Village. Specifically, the May 31, 2024 letter appears to indicate that the **eastern** 10-acres of the Property have a Future Land Use (FLU) designation of Residential B. The September 26, 2024 letter indicates that **western** 10.109 acres of the Property have a FLU designation of Equestrian Commercial Recreation.

Please confirm the respective location(s) and acreage for the FLU designations on the Property.

Request Two: Please confirm the maximum Floor Area Ratio for the Property

Per the Comprehensive Plan, Table LU & CD 1-1, Land Use Designations: Density and Intensity, ECR is included in the Commercial land use type; the standard maximum intensity for this land use type is 0.1 Floor Area Ratio (FAR).

The Unified Land Development Code includes Table 6.8-1 (EOZD Property Development Regulations) which provides the minimum property development standards for all subareas of the Equestria Overlay Zoning District. In that table, the maximum FAR is listed at 0.20 for EOZD-C, while the maximum FAR is 0.45 for ECR.

Please confirm the maximum FAR for the Property since the Comprehensive Plan appears to limit the maximum FAR to 0.1 and the underlying zoning on the entire site's zoning was previously confirmed as Residential Equestrian with an overlay of EOZD-C.

Request Three: Please confirm the Functional Classification of 50th Road South

Per the Comprehensive Plan Policy LU & CD 1.3.3, Equestrian Commercial Recreation Land Use:, the Equestrian Commercial Recreation (ECR) land use designation is intended to accommodate commercially-oriented uses, such as arenas/stadiums, show ring facilities, and commercial stables, and equestrian-oriented commercial uses, such as veterinary clinics, feed stores, tack shops. Equestrian Commercial Recreation land use is limited to the Equestrian Preserve Area, located with frontage on an arterial or collector roadway, and limited to a maximum intensity of 0.10 FAR. The Comprehensive Plan includes a map of the major roads (i.e., arterial and collector) as part of the Mobility Element. The ULDC also contains a map depicting the Functional Roads Classification.

Please confirm the classification of the portion of 50th Road South that fronts the Property. Please confirm whether the commercial uses are permitted on the Property despite the limitation contained in the Comprehensive Plan directing "commercially-oriented uses" within the EPA to those with frontage on an arterial or collector roadway.

Request Four: Please confirm that commercially-oriented uses are permitted on the Property

It appears that the Property was not rezoned to Equestrian Commercial Recreation after the Future Land Use Map designation was changed in 2005 at the request of a prior owner. Please confirm that, although the Future Land Use designation is ECR, the specific zoning district and land development regulations governing development and use of the Property are Residential Equestrian (ER) and EOZD-C.

Request Five: Please confirm that land in the Residential Equestrian zoning district may have a Future Land Use of Equestrian Commercial Recreation

The land development regulations indicate that the Residential Equestrian (ER) zoning is consistent with the Residential A and B Future Land Use Map designation in the Land Use Element of the Comprehensive Plan that are located within the EPA. Please confirm whether rezoning the portion of the Property with a FLU of ECR is required if the existing or proposed use(s) of the Property is commercial.

Request Five: Please confirm that ECR is a zoning district as well as a Future Land Use designation; confirm what uses qualify as limited, non-residential equestrian services

Sec. 6.1.1. - Purpose and intent.

The purpose of this section is to *establish zoning districts and regulations to ensure that development is compatible with surrounding uses*, served by adequate public facilities, sensitive to natural resources, and *consistent with the Comprehensive Plan. All*

development and uses within each district shall comply with LDR and specific zoning district regulations. (Emphasis added.)

D. Residential Equestrian (*ER*): The ER district is established to protect and enhance the equestrian lifestyle and quality of life of residents in areas designated as equestrian residential, to protect watersheds and water supplies, and scenic areas, conservation and wildlife areas, and to permit a variety of uses that require non-urban locations but *do not operate to the detriment of adjoining lands devoted to equestrian and residential purposes. The ER district is consistent with the Residential A and B Future Land Use Map designation in the Land Use Element of the Comprehensive Plan that are located within the EPA.* (Emphasis added.)

K. Equestrian Commercial Recreation (*ECR*): The purpose and intent of the Equestrian Commercial Recreation district is to provide regulations for those properties that contain equestrian commercial arenas/venues *and/or limited* non-residential equestrian services that support the equestrian community. *This district is located within the Equestrian Overlay Zoning District and is compatible with the Equestrian Commercial Recreation Future Land Use Map designation of the Land Use Element of the Comprehensive Plan.* (Emphasis added.)

The above-excerpt from the Unified Land Development Code appears to limit the types of uses zoned ECR to the following uses: (1) equestrian commercial arenas/venues and (2) limited non-residential equestrian services.

Please confirm what qualifies as “limited” under the land development regulations. Please confirm that the Property may conduct commercial activities year-round on the Property without the need to rezone all or portions thereof to ECR.

Request Six: Please confirm the number of tractor trailers that may be stored on the Property

Section 6.8.9 of the ULDC provides that: “The following equestrian use regulations shall apply to all uses and structures within the EPA.

A. Agricultural retail/service:

1. All storage areas shall be enclosed or completely screened from view. Tractor trailers used for the transport of bona fide agricultural products may be stored on the property. A maximum of five tractor trailers may be stored outside if they are completely screened from view from all public and private roads and adjacent properties.

Properties with a future land use map designation of equestrian commercial recreation *and* approved as a major equestrian venue are exempt from the provisions of this section except for screening. (Emphasis added.)

Please confirm whether the land development regulations concerning storage and screening applies to all or portions of the Property.

Request Seven: Please confirm whether the Property may be used as a major equestrian venue without rezoning to ECR and without obtaining a conditional use approval, site plan approval, etc.

M. Major equestrian venue:

1. The minimum lot size shall be 25 acres, unless the sole use is as a major polo venue then the minimum lot size shall be 15 acres.
2. *The primary point of access shall be from 50th Street, Lake Worth Road, Pierson Road, 120th Street, or South Shore Blvd.*
3. *A plan of operation shall be submitted with the conditional use application.*
4. *Any incompatibility with surrounding uses shall be satisfactorily mitigated with the plans submitted with the conditional use application. Conditions may be imposed with the approval including, but not limited to, controlling objectionable odors, fencing, noise, inspections, reporting, monitoring, preservation areas, mitigation and/or limits of operation. Landscape hedges and/or screens with a minimum opacity shall be required with the approval if they are necessary to mitigate for compatibility.* (Emphasis added.)

Request Eight: Please confirm that the Village's Comprehensive Plan authorizes commercially-oriented uses or rezoning to ECR on the Property if there is no frontage on an arterial or collector roadway.

The land development regulations for a major equestrian venue appear to conflict with the frontage requirements contained in Comprehensive Plan Policy LU & CD 1.3.3, Equestrian Commercial Recreation Land Use: Apply the Equestrian Commercial Recreation (ECR) land use designation to accommodate *commercially-oriented uses, such as* arenas/stadiums, show ring facilities, and commercial stables, and equestrian-oriented commercial uses, such as veterinary clinics, feed stores, tack shops. Equestrian Commercial Recreation land use is *limited* to the Equestrian Preserve Area, *located with frontage on an arterial or collector roadway*, and limited to a maximum intensity of 0.10 FAR. (Emphasis added.)

Request Nine: Please confirm whether certain solid waste-related uses are permitted on the Property by right, special use, or conditional use

Sec. 6.2.1. - General.

A. Uses permitted by right, as a special use, or conditional use shall be determined as listed in the use regulation schedule (Table 6.2-1). All uses included in the use regulation schedule shall be limited to the districts in which they appear as permitted, special use, or conditional use on the table. Any use not reflected for any particular district shall be prohibited in the district.

B. Uses listed are those uses that are compatible and functional within a given zoning district. In the event that any particular proposed use is not shown anywhere in the use regulation schedule, the PZB director shall determine what listed use is most similar to the use not specifically listed in the use regulation schedule and that use shall be classified as such in accordance with the interpretation and appeals criteria in the LDR.

Here is a description of the uses, by reference definitions provided in Florida Statute 403.703:

“Processing” means any technique designed to change the physical, chemical, or biological character or composition *of any solid waste so as to render it safe for transport*; amenable to recovery, storage, or recycling; safe for disposal; *or reduced in volume or concentration*.

“Solid waste” means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, *or* garbage, rubbish, refuse, special waste, or other discarded material, *including* solid, liquid, semisolid, or contained gaseous material *resulting* from domestic, industrial, commercial, mining, *agricultural*, or governmental operations.

“Solid waste management facility” means any solid waste disposal area, *volume reduction plant*, *transfer station*, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste.

“Source separated” means that the *recovered materials are separated from solid waste* at the location *where* the recovered materials *and* solid waste are *generated*. For purposes of this subsection, *the term “various types of recovered materials” means* metals, paper, glass, plastic, textiles, and rubber.

“Transfer station” means a site the primary purpose of which is to store or hold solid waste for transport to a processing or disposal facility.

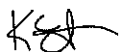
“Volume reduction plant” includes incinerators, pulverizers, compactors, shredding and baling plants, composting plants, and other plants that accept and process solid waste for recycling or disposal.

Please confirm that the land development regulations authorize the Property to be used as a (1) transfer station; (2) solid waste management facility; (3) volume reduction plant (i.e., manure blending); (4) processing of solid waste; (5) generating and separating metals, paper, glass, plastic, textiles, and rubber from other types of solid waste, i.e. source separated; (6) retail sales of hay and other products.

Request Ten: Please confirm which zoning districts may be used for horse waste disposal and disposal alternatives

Policy EQ 1.2.1 of the Comprehensive Plan deals with Horse Waste (Disposal Alternatives), specifically: Continue to investigate alternatives for horse waste disposal that have reduced environmental impacts, reduced hauling demands, and sustainable reuse solutions, potentially through a corporative regional approach, which can be supported by Wellington.

Sincerely,



Katie Edwards-Walpole, Esq.
FOR THE FIRM

Palm Beach Point POA

c/o FirstService Residential
999 Yamato Road, STE 105
Boca Raton, Florida 33431

April 14, 2025

Mayor Michael J. Napoleone
Vice Mayor Tanya Siskind
Councilman John T. McGovern
Councilwoman Maria S. Antuna
Councilwoman Amanda Silvestri
Cory Lyn Cramer, Plan and Zoning Manager
Jim Barnes, Village Manager,
Tim Stillings, Planning, Zoning and Building Director
Laurie Cohen Village Attorney

Dear Honorable Mayor Michael J. Napoleone, Vice Mayor Tanya Siskind, Councilman John T. McGovern, Councilwoman Maria S. Antuna, Councilwoman Amanda Silvestri, Planning and Zoning Manager Cory Lyn Cramer, Deputy Village Manager Tanya Quickel, Assistant Village Manager Ed De La Vega, Village Manager Jim Barnes, Planning, Zoning and Building Director Tim Stillings, and Village Attorney Laurie Cohen,

We are writing to express our concerns regarding the establishment of a manure transfer site currently operated by Agricultural Blending at 14833 50th Street South. This facility, which has been confirmed as a manure transfer site during the Solid Waste Authority meeting held on April 9, 2025, is actively operating and pursuing rezoning to expand its operations.

The presence of such a facility within our residential equestrian community presents several significant concerns. Firstly, there is the potential for a negative impact on property values. The industrial nature of this operation is incompatible with the character of a neighborhood designed for residential and equestrian use.

Secondly, the increased traffic associated with the facility poses serious road safety issues. Large trucks, some reportedly exceeding permissible sizes, are regularly seen on roads such as Flying Cow Road, Indian Mound, Ousley Farm Road, 50th Street, and Palm Beach Point Boulevard. The volume and speed of these vehicles threaten the safety of residents, equestrians, and other road users. Furthermore, the continued presence of heavy trucks may accelerate the deterioration of our roads, resulting in long-term infrastructure concerns.

Environmental and health implications also warrant immediate attention. The large-scale handling of manure introduces air quality issues, including odor dispersion, which affects the quality of life for nearby residents. The proposed expansion into Biochar operations, which involves the burning of manure, could introduce additional environmental hazards. We have also observed an increase in fly populations and general sanitation concerns, and the site's proximity to local water sources raises the possibility of contamination.

From a zoning and land use perspective, the facility stands in stark contrast to the intended use of our community. The area is zoned for residential and equestrian activities, and the current and proposed operations are more appropriately classified as commercial or industrial in nature. Rezoning this property would compromise the intended purpose of the area and set a concerning precedent. As confirmed in the Solid Waste Authority meeting the 9th of April 2025, facilities of this type are considered industrial and should not be permitted within a residential zone.

We respectfully request that the Village of Wellington consider these concerns seriously as discussions of rezoning move forward. The character, safety, and environmental integrity of our community are at stake, and we urge you to act in the best interests of the residents.

At the wish in being helpful in your endeavor, could the village investigate if the 5.25-acre parcel on Benoist Farms Road be alternative to give a solution to this problem? Please see discussion from the SWA meeting held on the 9th of April 2025 (minute 38).

<https://youtu.be/sFR0r4NKMKE>

We are available for further discussion and stand ready to provide any additional information or assistance required.

Sincerely,

Palm Beach Point Board of Directors

From: [Tim Stillings](#)
To: [Kelly Ferraiolo](#); [Cory Cramer](#)
Subject: Fwd: Manure Transfer Site
Date: Friday, May 2, 2025 10:46:33 AM

Thanks,
Tim

Begin forwarded message:

From: bibi shah <bibi904@hotmail.com>
Date: May 1, 2025 at 7:51:46 PM EDT
To: Amanda Silvestri <asilvestri@wellingtonfl.gov>
Subject: Manure Transfer Site

This Message originated outside your organization.

Dear Councilwoman Amanda Sylvestri,

I'm writing to you about the manure transfer site at 14833 50th Street South, currently run by Agricultural Blending.

Florida has setback regulations for manure storage and handling, including transfer sites, to protect residential areas and water resources. These rules generally require a minimum distance between the site and residences, as well as other water bodies and utilities. Even if the site technically meets the minimum setback regulations, the odor produced by disposing of manure is a product of this site and does not meet the Florida setback regulations. The odor travels well beyond the setback regulations for manure storage and handling, including transfer sites, to protect residential areas and water resources.

No one should have to be dealing with such an

overwhelming stench on a regular basis. Would you want this in your backyard? It would make more sense both logistically and logically to move the Manure Transfer site closer to the showground's south expansion site. The current Manure Transfer site is not in an appropriate location for this kind of business in view of the odor, the environmental risks, and the safety concerns.

Please ensure the site is relocated to a more appropriate location.

Sincerely,

Rebecca

Sent from [Outlook](#)

From: [Cory Cramer](#)
To: [Kelly Ferraiolo](#)
Cc: [Tim Stillings](#)
Subject: FW: Fwd:
Date: Saturday, April 19, 2025 10:53:07 AM
Attachments: [image002.png](#)

Kelly:
Here is another letter for the file.

Sincerely,



Ms. Cory Lyn Cramer, AICP

Planning and Zoning Manager | Village of Wellington
12300 Forest Hill Boulevard | Wellington, Florida 33414
561.791.4012 | ccramer@wellingtonfl.gov

wellingtonfl.gov



From: Sarah Goos <shadysidestable@gmail.com>
Sent: Saturday, April 19, 2025 10:29 AM
To: Jonathan Reinsvold <jreinsvold@wellingtonfl.gov>; John McGovern <jmcgovern@wellingtonfl.gov>; Michael J. Napoleone <mnapoleone@wellingtonfl.gov>; Maria Antuña <mantuna@wellingtonfl.gov>; Amanda Silvestri <asilvestri@wellingtonfl.gov>; Cory Cramer <CCramer@wellingtonfl.gov>; Jim Barnes <jbarnes@wellingtonfl.gov>; Tim Stillings <tstillings@wellingtonfl.gov>
Cc: Tanya Siskind <tsiskind@wellingtonfl.gov>
Subject: Fwd:

This Message originated outside your organization.

Begin forwarded message:

From: Sarah Goos <shadysidestable@gmail.com>
Date: April 16, 2025 at 8:01:37 PM EDT
To: Sarah Goos <shadysidestable@gmail.com>

Dear Council members,

Sun Glade Point Association opposes the proposed expansion of the manure blending and transfer station located at 14833 50th Street South . This transfer and blending station sits in the middle of our neighborhood. As farm and homeowners that value the unique rural and equestrian character of our community, we feel strongly that this expansion would be deeply detrimental to the quality of life for residents and horse owners alike.

The current facility already poses a range of serious concerns, and expanding its operations would only exacerbate the issues we face daily. Increased levels of odor, flies, and dust have already become a persistent problem for nearby homes and farms. The noise from industrial trucks, which run throughout the day, disrupts the peace and tranquility that Wellington is known for—especially in equestrian areas where animals require a calm, safe environment.

Further, the additional traffic created by this facility is both unnecessary and hazardous. Our local roads were not designed to handle this kind of heavy truck use, and the constant flow of industrial vehicles presents safety risks for riders, pedestrians, and residents. This type of commercial operation is fundamentally incompatible with a neighborhood so closely tied to equestrian life and open space.

I respectfully urge you and the Village Council to reconsider and oppose this expansion. Protecting the character and health of our neighborhoods should take precedence over the growth of a facility that negatively impacts our community.

Thank you for your attention to this matter. We are happy to speak further if needed, and we appreciate your commitment to serving the interests of Wellington residents.

Fondly,

Sun Glades Point Board Members

Sent from my iPhone

From: [Tim Stillings](#)
To: [Laurie Cohen](#); [Rachel Bausch](#); [Cory Cramer](#); [Kelly Ferraiolo](#)
Subject: Fwd: Plan Numbers 2025-0003-DOA, 2025-0003-SP, 2025-0002-REZ; Public Comment for the Record
Date: Wednesday, October 29, 2025 10:25:06 AM
Attachments: [image001.png](#)
[We sent you safe versions of your files.msg](#)

Tim

Begin forwarded message:

From: Katie Edwards-Walpole <Katie@flfarmlaw.com>
Date: October 29, 2025 at 10:19:10 AM EDT
To: Village Clerk <villageclerk@wellingtonfl.gov>
Cc: Tim Stillings <tstillings@wellingtonfl.gov>, Katie Edwards-Walpole <Katie@flfarmlaw.com>, Sara Baxter <SBaxter@pbc.gov>, "Lisa Amara A." <lamara@pbc.gov>, "Garner, Sean" <sean.garner@fdacs.gov>
Subject: **Plan Numbers 2025-0003-DOA, 2025-0003-SP, 2025-0002-REZ; Public Comment for the Record**

Mimecast Attachment Protection was unable to create safe copies of your attachments.

This Message originated outside your organization.

Dear Madame Clerk:

I understand that the following applications may be placed before the Equestrian Preserve Committee at its November 5, 2025, meeting: Plan Numbers 2025-0003-DOA, 2025-0003-SP, 2025-0002-REZ. Please accept and file this written comment and attachment for the record, on behalf of Arion Holdings, L.L.C., the owner of property located at 15000 46 Lane South in Wellington.

The applicant asks the Village to call a duck swimming in a pond a water turkey. Why? If it looks like a duck, swims like a duck, and quacks like a duck, it's a duck.

Florida Statute 403.7043 expressly prohibits, a county or a municipality from adopting by ordinance any definition that is inconsistent with the definitions in s. 403.703, Fla. Stat. Any application that urges the Village to create or expand the definitions for solid waste terms **defined by the Legislature** must be rejected, including, 'agricultural transshipment facility', 'mixing station', 'source separated organics processing facility', and 'blending facility'.

Sec. 3.2.1 of the Village’s Land Development Regulations is equally clear: Terms used in these regulations **shall** have the meanings prescribed by the Florida State Statutes for the same terms. Some technical terms which are unique to an article may be defined within the respective article.

The **Florida Legislature** defines ‘transfer station’ as a site, the primary purpose of which is to store or hold solid waste for transport to a processing or disposal facility. § 403.703(43), Fla. Stat. We are not dealing with an activity or land use that is so unique that the Village needs adopt any ordinance containing definitions inconsistent with § 403.703, Fla. Stat. The Fourth District Court of Appeal knows how to apply the statutory-defined terms for consistency:

Generally, solid municipal waste disposal involves a three-stage process. The first stage is “hauling.” During the hauling stage, local capacity collection trucks pick up waste from commercial and residential customers. The second stage is the “transfer stage,” during which collection trucks bring the waste to a transfer station, where it is combined, compacted, loaded onto larger capacity tractor trailers, and transported to a disposal facility. The third and final stage is “disposal.” During the disposal stage, the waste is deposited at a landfill or incineration facility. The transfer stage is necessary because disposal sites are often far away from collection sites. Since the transfer stage tractor-trailer trucks have greater carrying capacity than the collection trucks, this middle step makes long-distance waste transportation more efficient. ***Okeechobee Landfill, Inc. v. Republic Servs. of Fla., Ltd. P’ship***, 931 So. 2d 942, 943 (Fla. 4th DCA 2006),

So why is the applicant urging the Village to ignore Florida law, and moreover, why is the Village continuing to allow the applicant to move ahead, knowing, it’s a manure transfer station. The agency records from the Solid Waste Authority are attached. In March 2023, the site inspector notes in her comments the facility is solely a manure transfer station. If a picture is worth a thousand words, these speak volumes.

The Village of Wellington has no statutory authority to extend, contradict, create, or depart from the terms and definitions governing solid waste, including the statutory definition of ‘solid waste’ which **includes** garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material **resulting from agricultural operations**. § 403.703(38), Fla. Stat.

Finally, the Arion property is enrolled in the Equine Best Management Practices and has executed its Notice of Intent to implement, under the 2024 revisions: [Florida Equine Operations Water Quality and Water Quantity Best Management Practices](#). The proximity of the Arion property to the facility raises questions

about Equine BMP implementation assurance, given the amount of horse manure collected by the applicant from horse farms. Under the attached Memorandum of Agreement, the Florida Department of Agriculture and Consumer Services retained the final authority regarding disputes.

Maybe we are dealing with ducks after all, and the Legislature and courts know the difference between a duck and a decoy. Does the Village of Wellington?

Regards,
Katie Edwards-Walpole

Cc: Tim Stillings, AICP, Planning, Zoning & Building Director, Village of Wellington
Sean Garner, Esq., Florida Department of Agriculture and Consumer Services
Lisa Amara, Director of Zoning, Palm Beach County
Vice Mayor Sara Baxter, Palm Beach County/Chairman of the Board, Solid Waste Authority of Palm Beach County

From: noreply@civicplus.com
To: [Planning Info](#)
Subject: Online Form Submittal: Proposed Projects Public Comment
Date: Friday, October 31, 2025 10:38:01 AM

This Message originated outside your organization.

Proposed Projects Public Comment

To provide a comment on a development proposal, please fill out the form below. If you would like additional information, please visit our [active projects page](#) or email planninginfo@wellingtonfl.gov. All comments become part of the Public Record and will be part of the project file for the respective project/development proposal. If you wish for the comments to be heard or read at a public hearing, attendance at a hearing is required and a public comment card must be filled out. If the comment is received by 5PM the day prior to a hearing, it will be provided to the respective hearing body.

Public Comment

Project/Development Proposal	Ousley Hay and Feed
------------------------------	---------------------

First Name	Randy
------------	-------

Last Name	Halvorsrod
-----------	------------

Email	Halvorsrodfarm@yahoo.com
-------	--

Address	852 Cindy Dr.
---------	---------------

City	Wellington
------	------------

State	Florida
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Zip Code	33414
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Support or Oppose	Oppose
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Comment (Limited to 1,000 characters)	This should not be allowed in the area that it's been illegally operating for all these years. That is a residential farm area. The amount of trucks that go through there is ridiculous and there's no reason for it to be where it is located. He can say it's a mixing station, but it's not. It's a transfer station. Talk to any of the haulers. They do not need a tack or or a feed store there either. It seems no matter what Bellissimo wants he gets and it's very sad and disheartening. This project does not belong in that area.
---------------------------------------	---



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the Village of Wellington has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the Village of Wellington may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL, AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER), TOTALING APPROXIMATELY 57.9 ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; SPECIFICALLY DELETING THE SITE SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-019 AS PART OF A FUTURE LAND USE MAP DESIGNATION; UPDATING THE LEGAL DESCRIPTION REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON’S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE

NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village of Wellington hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

N/A

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**
 - (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

N/A

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

N/A

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

N/A

4. Additional information the governing body determines may be useful (if any):

N/A

Note: Wellington's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. Wellington's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



Wellington Legal Notice

Please choose a category Public Notices - Wellington

Title 14833 50th Street - Ordinance 2025-26 (CPA) and Ordinance 2025-27 (REZ)

Publish Date 03/27/2026

Publish Time 8:13 AM (EDT)

Description AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, AMENDING THE SITE SPECIFIC CONDITIONS OF THE FUTURE LAND USE MAP APPROVAL (PETITION NUMBER 2025-0003-DOA) FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER), TOTALING APPROXIMATELY 59.3 ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; DELETING THE SITE SPECIFIC CONDITIONS ADOPTED BY ORDINANCE NO. 2005-019 AS PART OF THE FUTURE LAND USE MAP DESIGNATION; UPDATING THE LEGAL DESCRIPTION REFERENCED IN ORDINANCE NO. 2005-019; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A REZONING (PETITION NUMBER 2025-0004-REZ) TO MODIFY WELLINGTON'S OFFICIAL ZONING MAP FOR CERTAIN PROPERTY KNOWN AS 14833 50TH STREET SOUTH (FKA LITTLEWOOD EQUESTRIAN CENTER) FROM EQUESTRIAN RESIDENTIAL TO EQUESTRIAN COMMERCIAL RECREATION, TOTALING APPROXIMATELY 49.273-ACRES, MORE OR LESS; LOCATED ON THE NORTHEAST CORNER OF 50TH STREET SOUTH AND OUSLEY FARMS ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Attach Files (Optional) 14833 50th legal ad - CPA, REZ.pdf

Submitted by (Email Address) smilachay@wellingtonfl.gov

Notifications Yes

Send Out a Notification to Your
Subscribers

Yes

Signature



A handwritten signature in black ink, appearing to be 'J. Smith', written in a cursive style.



Legislation Text

File #: 26-7662, **Version:** 1

ITEM: RESOLUTION NO. R2026-18 (15555 DE HAVILLAND COURT LIEN REDUCTION)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL COMPROMISING LIENS ASSOCIATED WITH CODE COMPLIANCE ACTIONS NOH-CC-1298-2024, NOH-CC-2415-2022, NOH-CC-2581-2024, AND NOH-CC-3518-2024, FOR 15555 DE HAVILLAND COURT, PURSUANT TO SECTION 2-199 OF THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Code compliance lien reduction request by the property owner from \$254,106.83 to \$181.83, comprising only administrative costs, for 15555 De Havilland Court.

EXPLANATION: The property owner of 15555 De Havilland Court was cited for multiple code compliance violations. The Special Magistrate heard the violations, imposed fines and those fines have now become liens pursuant to Chapter 162, Florida Statutes. Such liens run in favor of the Wellington's governing body and only the governing body may compromise such liens. Although the Council has given the Code Compliance staff authority to compromise certain liens, this request falls outside of staff's authority. The following is the history of the compliance actions, fines, and total liens.

NOH-CC-1298-2024			
Violation	<ul style="list-style-type: none"> Wellington International Property Maintenance Code Section 303.1 – Stagnant swimming pool (Life Safety) Wellington International Property Maintenance Code Section 303.2 – No permanent pool barrier provided (Life Safety) 		
Fines	<table border="1"> <tr> <td>\$175,000.00</td> <td>\$250/day starting 6/4/2024; compliance on 5/20/2025</td> </tr> </table>	\$175,000.00	\$250/day starting 6/4/2024; compliance on 5/20/2025
\$175,000.00	\$250/day starting 6/4/2024; compliance on 5/20/2025		
Costs	\$45.93		
Total Lien	\$175,045.93		
Days of Noncompliance	<p>Code Section 303.1 – 350 days</p> <p>Code Section 303.2 – 350 days</p>		
Case History	<p><input type="checkbox"/> The action was initiated based on an internal complaint.</p> <p><input type="checkbox"/> The initial inspection on 3/28/2024 identified violations.</p> <p><input type="checkbox"/> A NOV/NOH was sent on 3/28/2024. A follow-up inspection found the violations were not corrected.</p> <p><input type="checkbox"/> On 5/16/2024, the Special Magistrate entered an Order Finding the Violations. The Respondent(s) were ordered to correct the following violations on or before June 3, 2024:</p> <ul style="list-style-type: none"> Wellington International Property Maintenance Code Section 303.1 – Stagnant swimming pool (Life Safety) Wellington International Property Maintenance Code Section 303.2 – No permanent pool barrier provided (Life Safety) Or a fine not to exceed \$250.00 per day, per violation, would commence; costs of \$11.60 and a 5-year C&D were imposed. Fine Certification Hearing set for 6/20/2024. <p><input type="checkbox"/> The Fine Certification Hearing was held on 6/20/2024. The Special Magistrate ordered a fine of \$250.00 per day, per violation, commencing 6/4/2024; costs of \$45.93 and a 5-year C&D.</p> <ol style="list-style-type: none"> IPMC Section 303.1 IPMC Section 303.2 		

<u>NOH-CC-2415-2022</u>			
<u>Violation</u>	<ul style="list-style-type: none"> Wellington Code Section 36-22(B)(1) Wellington Land Development Regulation Section 6.4.1. A.5.bb 		
<u>Fines</u>	<table border="1"> <tr> <td>\$30,775.00</td> <td>\$25.00 per day, per violation, commencing 10/21/2022; compliance on 10/3/2024</td> </tr> </table>	\$30,775.00	\$25.00 per day, per violation, commencing 10/21/2022; compliance on 10/3/2024
\$30,775.00	\$25.00 per day, per violation, commencing 10/21/2022; compliance on 10/3/2024		
<u>Costs</u>	\$43.74		
<u>Total Lien</u>	\$30,818.74		
<u>Days of Noncompliance</u>	Code Section 36-22(B)(1) – 707 days, Land Development Regulation Section 6.4.1. A.5.bb – 524 days		
<u>Case History</u>	<p><input type="checkbox"/> The action was initiated based on a neighborhood improvement inspection.</p> <p><input type="checkbox"/> The initial inspection on 7/14/2022 identified violations.</p> <p><input type="checkbox"/> NOV/NOH issued on 7/26/2022. A follow-up inspection found the violations were not corrected.</p> <p><input type="checkbox"/> On 9/15/2022, the Special Magistrate entered an Order Finding the Violations. The Respondent(s) were ordered to correct the following violations on or before October 20, 2022:</p> <ul style="list-style-type: none"> Wellington Code Section 36-22(B)(1) Wellington Land Development Regulation Section 6.4.1. A.5.bb Or a fine not to exceed \$25.00 per day, per violation, would commence; costs of \$9.51 and a 5-year C&D were imposed. Fine Certification Hearing set for 11/17/2022. If the violation of LDR Section 7.8.7.B was not corrected, Wellington could abate the violation. <p><input type="checkbox"/> The Fine Certification Hearing was held on 11/17/2022. The Special Magistrate ordered a fine of \$25.00 per day, per violation, commencing 10/21/2022; costs of \$43.74 and a 5-year C&D.</p>		

<u>NOH-CC-2581-2024</u>			
<u>Violation</u>	<ul style="list-style-type: none"> Wellington Code Section 13-3. B.1 Wellington Code Section 13-3. B.3 		
<u>Fines</u>	<table border="1"> <tr> <td>\$10,650.00</td> <td>\$50.00 per day, per violation, commencing 8/22/2024; compliance on 2/11/2025</td> </tr> </table>	\$10,650.00	\$50.00 per day, per violation, commencing 8/22/2024; compliance on 2/11/2025
\$10,650.00	\$50.00 per day, per violation, commencing 8/22/2024; compliance on 2/11/2025		
<u>Costs</u>	\$46.08		
<u>Total Lien</u>	\$10,696.08		
<u>Days of Noncompliance</u>	Wellington Code Section 13-3. B.1 – 171 days Wellington Code Section 13-3. B.3 – 42 days		
<u>Case History</u>	<p><input type="checkbox"/> The action was initiated based on an internal complaint.</p> <p><input type="checkbox"/> The initial inspection on 6/5/2024 identified violations.</p> <p><input type="checkbox"/> A courtesy notice was issued on 6/5/2024.</p>		

<u>NOH-CC-2581-2024</u>	
	<p><u>□ NOV/NOH issued on 7/2/2024. A follow-up inspection found the violations were not corrected.</u></p> <p><u>□ On 8/15/2024, the Special Magistrate entered an Order Finding the Violations. The Respondent(s) were ordered to correct the following violations on or before August 21, 2024:</u></p> <ul style="list-style-type: none"><u>• Wellington Code Section 13-3. B.1</u><u>• Wellington Code Section 13-3. B.3</u><u>• Or a fine not to exceed \$50.00 per day, per violation, would commence; costs of \$11.65 and a 5-year C&D were imposed.</u><u>• Fine Certification Hearing set for 9/19/2024.</u> <p><u>□ The Fine Certification Hearing was held on 9/19/2024. The Special Magistrate ordered a fine of \$50.00 per day, per violation, commencing 8/22/2024; costs of \$46.08 and a 5-year C&D.</u></p> <ol style="list-style-type: none"><u>1. Code Section 13-3. B.1</u><u>2. Code Section 13-3. B.3</u>

<u>NOH-CC-3518-2024</u>	
<u>Violation</u>	<ul style="list-style-type: none"> • <u>Wellington Code Section 5-1 105.1 – BP24-2910: Interior remodel without a permit</u> • <u>BP24-2911: Removal of screen enclosure without a permit</u> • <u>BP24-2912: Removal of privacy wall without a permit</u>
<u>Fines</u>	<u>\$37,500.00</u> <u>\$100.00 per day commencing 1/17/2025; compliance on 1/27/2026</u>
<u>Costs</u>	<u>\$46.08</u>
<u>Total Lien</u>	<u>\$37,546.08</u>
<u>Days of Noncompliance</u>	<u>Code Section 5-1 105.1 – 375 days</u>
<u>Case History</u>	<p><input type="checkbox"/> <u>The action was initiated based on an internal complaint.</u></p> <p><input type="checkbox"/> <u>The initial inspection on 8/5/2024 identified violations.</u></p> <p><input type="checkbox"/> <u>A courtesy notice was issued on 8/5/2024.</u></p> <p><input type="checkbox"/> <u>NOV/NOH issued on 10/23/2024. A follow-up inspection found the violation was not corrected.</u></p> <p><input type="checkbox"/> <u>On 12/12/2024, the Special Magistrate entered an Order Finding the Violation. The Respondent(s) were ordered to correct the following violations on or before January 16, 2025:</u></p> <ul style="list-style-type: none"> • <u>Wellington Code Section 5-1 105.1 – BP24-2910: Interior remodel without a permit</u> • <u>BP24-2911: Removal of screen enclosure without a permit</u> • <u>BP24-2912: Removal of privacy wall without a permit</u> • <u>Or a fine not to exceed \$100.00 per day would commence; costs of \$11.65 and a 5-year C&D were imposed.</u>

<u>NOH-CC-3518-2024</u>	
	<ul style="list-style-type: none"> • <u>Fine Certification Hearing set for 2/20/2025.</u> <input type="checkbox"/> <u>The Fine Certification Hearing was held on 2/20/2025. The Special Magistrate ordered a fine of \$100.00 per day commencing 1/17/2025; costs of \$46.08 and a 5-year C&D.</u> <p><u>1. Code Section 5-1 105.1</u></p>

Total Liens plus Costs: \$254,106.83 On February 3, 2026, 15555 De Havilland Land Trust submitted a Fine Reduction Request seeking to reduce the total outstanding lien amount of \$254,106.83 to \$181.83 (administrative costs only).

A copy of the Fine Reduction Request is attached.

The requested lien reduction exceeds the authority of an administrative approval because it is greater than 80 percent of the total, the lien reduction amount is greater than \$60,000, and the property is not homesteaded.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: 15555 DE HAVILLAND LAND TRUST is seeking a lien reduction to just the cost of \$181.83 associated with the cases. Staff does not support a reduction below the standard 20% settlement amount, which totals \$50,966.83(inclusive of costs).

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RESOLUTION NO. R2026-18

**A RESOLUTION OF WELLINGTON FLORIDA'S COUNCIL
COMPROMISING LIENS ASSOCIATED WITH CODE
COMPLIANCE ACTIONS NOH-CC-1298-2024, NOH-CC-
2415-2022, NOH-CC-2581-2024 AND NOH-CC-3518-2024
FOR 15555 DE HAVILLAND CT, PURSUANT TO SECTION
2-38 OF THE CODE OF ORDINANCES; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, Section 2-38 of the Wellington Code of Ordinances provides that a lien arising from a fine imposed pursuant to this article runs in favor of the Village Council, and the Village Council may execute a satisfaction or release of lien entered pursuant to this article; and

WHEREAS, the Wellington Special Magistrate entered Orders Imposing Penalty/Lien on June 20, 2024, November 17, 2022, September 19, 2024, and February 20, 2024, for violations of Wellington's Codes of Ordinances at the property located at 15555 De Havilland Ct.; and

WHEREAS, certified copies of the Orders Imposing Penalty/Lien were recorded in the Public Records of Palm Beach County, and thereafter became liens on the property; and

WHEREAS, all violations associated with the code compliance actions have been corrected; and

WHEREAS, Property owner, 15555 DE HAVILLAND LAND TRUST, requested a reduction of the liens associated with the code compliance actions; and

WHEREAS, Property owner requests that the liens be reduced to administrative costs only in the amount of \$181.83, which requires Council approval, based on Resolution No. R2021-50 as the property is not homesteaded and the amount of the requested lien reduction exceeds \$60,000.

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

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

SECTION 2. The total lien amount is \$254,106.83. The Village of Wellington Council approves a reduction of the liens to \$ _____, provided that payment is received by Wellington no later than 30 days from the effective date of this Resolution.

1 **SECTION 3.** Nothing contained in this Resolution impacts the liens, which
2 remain in full force and effect until satisfied or released.

3
4 **SECTION 4.** If the Settlement Sum is paid in full no later than 30 days from
5 the date of this Resolution, Wellington will execute and record a satisfaction or
6 release of liens.

7
8 **SECTION 5.** If the Settlement Sum is not paid in full within 30 days from the
9 date of this Resolution, the full liens in the amount of \$254,106.83 shall continue to be
10 due. No additional requests to compromise the lien shall be permitted.

11
12 **SECTION 6.** This Resolution shall be effective immediately upon adoption.

13
14 **PASSED AND ADOPTED** this _____ day of _____, 2026.

15
16 **ATTEST:**

WELLINGTON

17
18 BY: _____
19 Chevelle D. Hall, Wellington Clerk

By: _____
 Michael J. Napoleone, Mayor

20
21
22 **APPROVED AS TO FORM AND**
23 **LEGAL SUFFICIENCY**

24
25 BY: _____
26 Laurie Cohen, Village Attorney



CASE NO. NOH - 3518 1298
2415 2581

RECEIVED
FEB 03 2026
Village of Wellington
Code Compliance Division

REQUEST FOR REDUCTION OF LIEN

IF THE PROPERTY IS NOT IN COMPLIANCE, THE VILLAGE COUNCIL WILL NOT CONSIDER A REQUEST FOR REDUCTION.

INSTRUCTIONS: Please fill in all of the pages of this form completely. Be specific when writing your statement. This form must be signed by the applicant and requires notarization. Please return this form to the Clerk of the Special Magistrate at 12300 Forest Hill Boulevard, Wellington, FL 33414. You will be notified of the Village Council's decision. If you are claiming medical or financial hardship, attach supporting documentation (i.e. a doctor's statement or proof of income). If you have any questions, please call the Clerk of the Special Magistrate at (561) 753-2565.

Please note this reduction request is not a rehearing of the code compliance action or the Special Magistrate's previous orders but a review to determine if there were intervening matters that prevented the timely compliance of the violation, and/or the financial ability of the property owner to pay the full amount of the Lien.

Costs incurred by Wellington in the prosecution of a code compliance action and fees assessed in Wellington abatement actions are ineligible for reduction.

The Village Council will consider requests for reduction of fine only one time for each case. The Village Council's decision shall be the final action on the case.

Property Owner's Name 15555 De Havillano Land Trust
Property Address 15555 DE HAVILLANO CT Wellington FL 33414
Property Owner's Email JIMDENITTO@gmail.com
Daytime telephone number 561 441 2892

Hardship claimed? medical financial other (specify) _____

If the property owner is unable to complete this form, list the name of the person who is authorized to act for the property owner and their relationship. Attach a notarized affidavit from the property owner authorizing the representation.

Name James DeNitto Relationship trustee

1. Explain how you have attempted to cooperate with Wellington personnel to achieve compliance of the Special Magistrate's Order.

I have made good-faith efforts to cooperate with Village of Wellington Code Compliance staff to achieve compliance. Any delays were not willful and were due to sub contractors availability as we had challenges the companies workers that just stopped working in addition there was heavy financial hardship, and permitting timelines. Throughout the process, I have remained willing to work with the Village to resolve the matter.

2. Did you or your representative appear at the Special Magistrate's previous hearing(s) concerning this matter? YES NO If no, please state the specific reasons why you did not appear at the hearing(s) and whether you notified Wellington personnel of the fact that you would not be present.

NO

We were not notified of any hearings. Unfortunately, the notices were sent to the Trust to an outdated address. While the address had not yet been updated on the Property Appraiser's website, I did communicate the address change directly with Code Compliance staff.

3. Have you ever been (previous to this case) found by the Special Magistrate/Code Enforcement Board to be in violation of the Code, which is the subject matter of the present case? YES NO If yes, please explain what your response to the previous violation was.

NO

4. Do you claim a homestead exemption on the property that is the subject of this case?

NO

5. Were you the owner of the property at the time the Code Enforcement case against the property began? YES NO If no, did you become aware of the Code Enforcement proceedings, Order, or Lien prior to recording title to the property?

NO

There was an open Code Enforcement case regarding the landscaping and overall condition of the property, as it had remained vacant and in distressed condition for approximately six years prior to our ownership. When we took it over it was @24k and no while trying to do the right thing is it @ 10X that amount.

7. Has the property been abandoned? YES NO**NO****8. Is the property in need of rehabilitation? YES NO If yes, explain****YES**

At the time the Trust purchased the property, it was essentially an empty shell with overgrown landscaping and a green pool. We invested over \$700,000 to fully rehabilitate and restore the property.

9. Is Wellington's lien interfering with the sale or rehabilitation of the property or will the lien prevent the property from being conveyed to a new owner? YES NO**NO** but we are looking to refinance the property.

10. Provide your suggestion for an amount you would like the lien reduced to The Village of Wellington's cost from the violations as we have invested all the money into the property to be in compliance and are very limited on funds.

In a statement below, please provide your justification for requesting the lien reduction.

The Aero Club community is a high-end neighborhood known for well-maintained homes and immaculate properties. For approximately six years, residents were forced to view 1555 De Havilland Court as a severely distressed and unsightly property. Resolving this situation required a substantial investment of money, labor, contractors, permits, and inspections, and ultimately took more than two years to complete.

During this time, the process became overwhelming. I experienced multiple funding shortages and was also diagnosed with a serious medical condition that further complicated the rehabilitation efforts. Despite best efforts, the project faced numerous setbacks involving permitting and inspections, which added significant time and expense.

Nevertheless, the end result is a fully restored, high-quality property that reflects positively on both the Aero Club community and the Village of Wellington. I am proud of what was accomplished under difficult circumstances. I respectfully request the Village's consideration for a lien reduction, as the violations accumulated during a period of extreme hardship and the property has now been completely transformed and brought back to a standard the community can be proud of.

Signature Page, Notarization Required

I, James DeMitto, do hereby submit this petition in request for a reduction in the lien imposed and in support offer the following statement:

Date: 2-3-26

Signed: _____

Printed Name: James DeMitto

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was sworn to (affirmed), subscribed, and acknowledged before me by means of physical presence or online notarization, this 3 day of February, 2026 (year), by James DeMitto (name of person making statement), who is personally known to me or has produced FL DL (type of identification) as identification.

Katherine Hamilton
Notary Public

[Signature]
Printed Signature

My Commission Expires: 12/1/2029



LIMITED DURABLE POWER OF ATTORNEY
FOR CODE ENFORCEMENT/REAL ESTATE TRANSACTIONS ONLY

Know all persons by these presents that I,

**ROBERT L. GERMAIN, JR., as Trustee of THE ROBERT L GERMAIN, JR.
REVOCABLE TRUST, under Amended and Restated Trust Agreement dated February
9, 2023,**

(the "Principal") do hereby appoint

- a. **JAMES DENITTO, individually and AS TRUSTEE OF THE 1555 DE HAVILLAND
LAND TRUST, dated January 4, 2023;** and
- b. **Marc S. Tepfitz,** attorney at law; and
- c. **Walter St. Surin**

(jointly and severally the "Agent") to act in my name and place, to the fullest extent which I could act if I were personally present in connection with the transaction described in Section 1 of this Power of Attorney.

Section 1. Delegation of Power. The Principal appoints the Agent to act for the Principal:

To appear before the Village of Wellington, including its Code Enforcement Board or Special Magistrate or Code Enforcement Hearing Officer, to apply for and act in all manner, at all levels, to contest, apply for, seek mitigation or reduction of the following code enforcement liens and fines regarding that property located at 15555 De Havilland Court, Wellington, Florida:

1. Code Enforcement Lien filed by Village of Wellington recorded in O.R. Book 35106, Page 1605, Public Records of Palm Beach County, Florida, case Village of Wellington v Kreedden LLC Trustee of 15555 de Havilland Land Trust, Case # NOH-CC-1298-2024; and
2. Code Enforcement Lien filed by Village of Wellington recorded in O.R. Book 35288, Page 1578, Public Records of Palm Beach County, Florida, case Village of Wellington v Kreedden LLC Trustee of 15555 de Havilland Land Trust, Case # NOH-CC-2581-2024; and
3. Code Enforcement Order/Lien recorded in O.R. Book 35565, Page 1254, Public Records of Palm Beach County, Florida, case Village of Wellington v Kreedden LLC Trustee of 15555 de Havilland Land Trust, Case # NOH-CC-3418-2024; and
4. Any other currently pending code lien against 15555 De Havilland Court, Wellington, Florida.

Section 2. Term. This power of attorney shall become effective on the date the Principal signs this instrument and shall continue until revoked or terminated by me or upon my death. The expiration of this power of attorney shall not affect the validity of any action taken by the Agent pursuant to this power while this power of attorney was in effect.

Section 3. Durable Power of Attorney. This Durable Power of Attorney shall not be terminated or affected by any subsequent physical or mental disability that I may suffer except as provided by Florida Statutes Chapter 709

Section 4. Binding Acts. All acts done by my attorney pursuant to this power shall bind me, my heirs, devisees and personal representatives. My attorney-in-fact shall not be held liable for any acts or decisions made by my attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

Section 3. **Durable Power of Attorney.** This Durable Power of Attorney shall not be terminated or affected by any subsequent physical or mental disability that I may suffer except as provided by Florida Statutes Chapter 709

Section 4. **Binding Acts.** All acts done by my attorney pursuant to this power shall bind me, my heirs, devisees and personal representatives. My attorney-in-fact shall not be held liable for any acts or decisions made by my attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

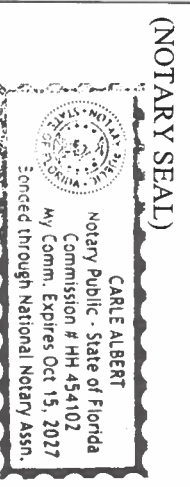
Section 5. **Third Party Reliance.** Any third party may rely upon the authority granted by this instrument until the third party has received notice of revocation, partial or complete termination, suspension or otherwise. Third parties who act in reliance upon the authority granted to the attorney-in-fact by this instrument will be held harmless by the principal from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of petition to determine incapacity, partial or complete termination or death of the principal.

Section 6. **Governing Law.** This Power of Attorney shall be governed by the laws of the State of Florida. IN WITNESS WHEREOF, I have set my hand and seal this 4th day of March 2026.

Witness signature: <u>Carl Albert</u>	<u>ROBERT L. GERMANN, JR., as Trustee</u> <u>of THE ROBERT L. GERMANN, JR.</u> <u>REVOCABLE TRUST, under Amended</u> <u>and Restated Trust Agreement dated</u> <u>February 9, 2023</u>
Print Witness Name: <u>Carl Albert</u>	
Witness signature: <u>Eliana Garcia</u>	
Print Witness Name: <u>Eliana Garcia</u>	

STATE OF Florida
COUNTY OF Palm Beach

ACKNOWLEDGED before me by, by means of physical presence or online notarization, this 4th day of March 2026, by Robert L. Germann, Jr., who is personally known to me or produced as identification FLID 6655-772-61-74-0



(NOTARY SEAL)
Notary Public - State of FL
Stamp/Print Notary Name: Carl Albert
Commission Expires: 10/15/2027
Commission Number: HH 454102

Signature of other Principal on next page

Reset

Select Language ▼



Search by Owner Name (Last Name first), Address, or PCN

Search



CLOSE TABS



2025 PROPOSED NOTICE

Print

PROPERTY DETAIL

LOCATION ADDRESS	15555 DE HAVILLAND CT
MUNICIPALITY	WELLINGTON
PARCEL CONTROL NUMBER	73-41-44-18-01-004-0020
SUBDIVISION	WELLINGTON AERO CLUB OF THE LANDINGS AT WELLINGTON
OFFICIAL RECORDS BOOK/PAGE	36300 / 349
SALE DATE	02/05/2026
LEGAL DESCRIPTION	WELLINGTON AERO CLUB OF THE LANDINGS AT WELLINGTON LOT 2 BLK 4

Show Full Map

Nearby Sales Search



OWNER INFORMATION

OWNER(S)

GERMAIN ROBERT L JR REVOCABLE TRUST & SHOPE MICHELLE 2022 TRUST ALLISON GREGORY L TR GERMAIN ROBERT L JR TR &

MAILING ADDRESS

3540 PINE RIDGE RD NAPLES FL 34109 3928

Change of Mailing Address

SALES INFORMATION

SALES DATE	PRICE	OR BOOK/PAGE	SALE TYPE	OWNER
02/05/2026	\$2,500,000	36300 / 00349	WARRANTY DEED	GERMAIN ROBERT L JR REVOCABLE TRUST &
12/29/2023	\$55,000	34756 / 00836	QUIT CLAIM	15555 DE HAVILLAND LAND TRUST
08/10/2023	\$0	34817 / 01952	SUMMARY ORDER	15555 DE HAVILAND LAND TRUST
07/07/2023	\$0	34817 / 01954	SUMMARY ORDER	15555 DE HAVILAND LAND TRUST
03/20/2023	\$0	34195 / 01014	SUMMARY ORDER	YATES KAREN K &

SALES DATE	PRICE	OR BOOK/PAGE	SALE TYPE	OWNER
01/17/2006	\$10	19904 / 01181	QUIT CLAIM	JAFFE MARY EST
06/01/1989	\$315,000	06114 / 00236	WARRANTY DEED	JAFFE MARY
04/01/1988	\$40,000	05633 / 01765	WARRANTY DEED	
11/01/1987	\$50,700	05488 / 01269	WARRANTY DEED	
05/01/1987	\$100	05281 / 01907	CERT OF TITLE	
01/01/1980	\$50,500	03269 / 00266		

NOTE: Sales do not generally appear in the PAPA database until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

EXEMPTION INFORMATION

No Exemption Information Available.

Exemption E File

PROPERTY INFORMATION

Building 1

SUBAREA AND SQUARE FOOTAGE FOR BUILDING 1

CODE DESCRIPTION	SQUARE FOOTAGE
BAS Base Area	3314
FSP Finished Screened Porch	90
FGR Finished Garage	616
FOP Finished Open Porch	160
Total Square Footage	4180
Area Under Air	3314
Number of Units	1
Total Square Feet*	4180
Acres ⓘ	1.05
Property Use Code	0100—SINGLE FAMILY
Zoning	PUD—PLANNED UNIT DEVELOPMENT (73-WELLINGTON)

[Request Structural Details Change](#)

*May indicate living area in residential properties.

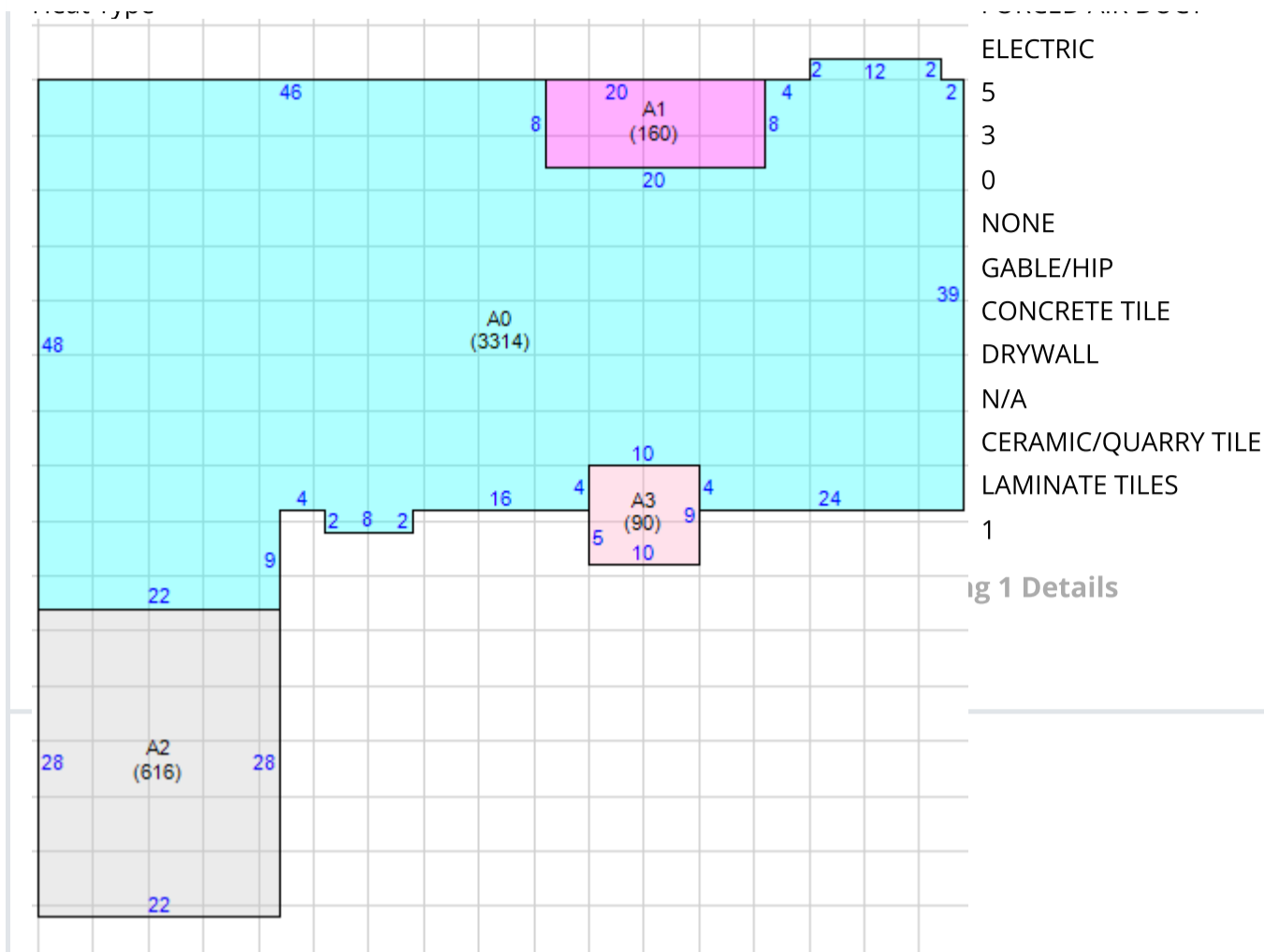
STRUCTURAL ELEMENT

FOR BUILDING 1

Bldg Type
Exterior Wall 1

SFR
MSX CB STUCCO

**SKETCH
FOR BUILDING 1**



- ELECTRIC
- 5
- 3
- 0
- NONE
- GABLE/HIP
- CONCRETE TILE
- DRYWALL
- N/A
- CERAMIC/QUARRY TILE
- LAMINATE TILES
- 1

Fig 1 Details

Print Building 1 Sketch

PROPERTY EXTRA FEATURES

DESCRIPTION	YEAR BUILT	UNITS
Wall	1989	266
Pool - In-Ground	1989	1

PROPERTY LAND DETAILS

LAND LINE #	DESCRIPTION	ZONING	ACRES
1	SFR	PUD	1.0534

APPRAISALS

Show 5 Year Show 10 Year

TAX YEAR	2025	2024	2023	2022	2021
Improvement Value	\$514,435	\$480,182	\$419,335	\$362,181	\$377,108
Land Value	\$710,539	\$707,709	\$750,766	\$360,535	\$264,387
Total Market Value	\$1,224,974	\$1,187,891	\$1,170,101	\$722,716	\$641,495

All values are as of January 1st each year

ASSESSED & TAXABLE VALUES

Show 5 Year Show 10 Year

TAX YEAR	2025	2024	2023	2022	2021
Assessed Value	\$1,224,974	\$1,187,891	\$776,210	\$705,645	\$641,495

TAX YEAR	2025	2024	2023	2022	2021
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$1,224,974	\$1,187,891	\$776,210	\$705,645	\$641,495

TAXES

TAX YEAR	2025	2024	2023	2022	2021
AD VALOREM	\$22,950	\$22,269	\$17,206	\$13,736	\$12,727
NON AD VALOREM	\$800	\$759	\$733	\$634	\$579
TOTAL TAX	\$23,750	\$23,028	\$17,939	\$14,370	\$13,306

[Property Tax Calculator](#)

[Portability Calculator](#)

[Property Tax Details](#)

[Tax Collector](#)

BUYERS TAKE NOTE: Taxes will change and often increase substantially when a property sells. The seller's exemption benefits will GO AWAY the year after they sell and this may result in higher taxes for a buyer. Please use the Property Tax Calculator to get a better annual tax estimate if you are purchasing this property.

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[Records Custodian](#)



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DISCLAIMER

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser exercises strict auditing procedures to ensure validity of any transaction received and posted by this office, but cannot be responsible for errors or omissions in the information received from external sources. Due to the elapsed time between transactions in the marketplace, and the time that those transactions are received from the public and/or other jurisdictions, some transactions will not be reflected. Information collected at this site, including email addresses, becomes public record and may be subject to inspection and copy by the public unless prohibited by exception or exemption in the law.

ADA ACCESS

The Palm Beach County Property Appraiser's Office is committed to compliance with the Americans with Disabilities Act (ADA) and WCAG 2.0 and WCAG 2.1. It does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs or activities. Upon request, reasonable accommodation will be made to allow individuals with disabilities access to the communications regarding our services, programs or activities set forth on the Palm Beach County Property Appraiser's Office website. Please contact our public records custodian at 561.355.2881 or e-mail your request to pa-pubsvs@pbcapao.gov.



Legislation Text

File #: 26-7672, **Version:** 1

ITEM: PALM BEACH COUNTY LEAGUE OF CITIES VOTING DELEGATE AND ALTERNATE

REQUEST: Designation of a Voting Delegate and Alternate to the Palm Beach County League of Cities.

EXPLANATION: The Palm Beach County League of Cities has requested that municipal members update their Voting Delegate Forms and select a Delegate and Alternate to vote on behalf of the municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. As noted on the attached Designation of Voting Delegate and Alternate Form, this designation applies ONLY to weighing voting items for the general membership.

Mayor Napoleone currently serves as Wellington's Voting Delegate and Councilwoman Antuña currently serves as the Alternate.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY:

FISCAL IMPACT: None

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Designation of a Voting Delegate and Alternate to the Palm Beach County League of Cities.



Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this ____ day of _____, 2026

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature (SEAL)*