

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Meeting Agenda

Thursday, September 10, 2015

7:00 PM

Village Hall

Village Council

*Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John T. McGovern, Councilman*

1. CALL TO ORDER**2. PLEDGE OF ALLEGIANCE****3. INVOCATION**

Rabbi Andrew L. Rosenkranz, Temple Beth Torah, Wellington

4. APPROVAL OF AGENDA**5. PRESENTATIONS AND PROCLAMATIONS****A. 15-529 2015 WELLINGTON TOP COP AND TOP FIREFIGHTER AWARDS**

Approval of the Public Safety Committee Recommendations for the 2015 Wellington Top Cop and Top Firefighter.

6. CONSENT AGENDA**A. 15-383 AUTHORIZATION TO CONTINUE UTILIZING AN EXISTING SOUTHEAST FLORIDA COOPERATIVE GROUP CONTRACT WITH LHOIST NORTH AMERICA FOR THE PURCHASE AND DELIVERY OF BULK QUICKLIME**

Authorization to continue utilizing an existing Southeast Florida Cooperative Group contract with Lhoist North America for the purchase and delivery of bulk quicklime in the amount not to exceed \$310,000.

B. [15-577](#) RESOLUTION NO. R2015-62 (INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE TRANSPORTATION (PARATRANSIT) SERVICES)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE TRANSPORTATION SERVICES FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2015-62 to execute an Interlocal Agreement with Palm Beach County to provide transportation services.

C. 15-683 HORSES HEALING HEARTS, INC.

National 501(c)3 Organization Horses Healing Hearts, Inc. has requested permission to use the Wellington Logo in marketing materials for an upcoming fundraiser.

7. PUBLIC HEARINGS

- A.** [15-539](#) FIRST PUBLIC HEARING FOR PROPOSED FISCAL YEAR 2015/2016 BUDGET AND ADOPTION OF THE FY 2015/2016 CAPITAL IMPROVEMENT PLAN

Council approval of the proposed fiscal year 2015/2016 operating and capital budget including balances brought forward. This is the first public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with the Wellington Charter and FS Chapter 200.065. The second public hearing and adoption will be held on September 24, 2015.

- B.** **15-648** ORDINANCE NO. 2015-11 (CIVIL RIGHTS)

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 1 OF THE VILLAGE'S CODE OF ORDINANCES ENTITLED "GENERAL PROVISIONS", BY CREATING SECTION 1-13, TO BE ENTITLED "CIVIL RIGHTS", PROVIDING FOR NON-DISCRIMINATION WITHIN THE VILLAGE OF WELLINGTON AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE VILLAGE OF WELLINGTON; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Adoption of a Civil Rights Act Ordinance.

- C.** **15-626** ORDINANCE NO. 2015-04 (OFF-STREET PARKING AND LOADING)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING ARTICLE 7, SITE DEVELOPMENT STANDARDS, CHAPTER 2, OFF-STREET PARKING AND LOADING OF THE LAND DEVELOPMENT REGULATIONS OF THE VILLAGE OF WELLINGTON; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Approval of a Zoning Text Amendment (ZTA) amending Article 7, Chapter 2, Off-Street Parking and Loading of the Wellington Land Development Regulations (LDR).

- D.** **15-630** ORDINANCE NO. 2015-08 DRIVEWAY AND ACCESS REQUIREMENTS FOR AERO CLUB SUBDIVISION ZONING TEXT AMENDMENT

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 7.7.2.A.1 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO DRIVEWAYS AND ACCESS REQUIREMENTS TO PROVIDE FOR ADDITIONAL ACCESS WAYS WITHIN THE AERO CLUB SUBDIVISION; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

To approve on First Reading Ordinance No. 2015-08 amending Section 7.7.2.A.1 of Wellington's Land Development Regulations (LDR) providing for additional access ways within the Aero Club Subdivision.

8. REGULAR AGENDA

- A. [15-660](#) RESOLUTION NO. R2015-70 (SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT – NOTICE OF INTENT RESOLUTION FOR SPECIAL ASSESSMENT AND NOTICE OF PUBLIC HEARING RESOLUTION FOR THE SPECIAL ASSESSMENT)

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON REPEALING RESOLUTIONS 2015-17, 2015-18 AND 2015-27; DECLARING ITS INTENT TO IMPOSE SPECIAL ASSESSMENTS UPON THE HEREIN DESIGNATED REAL PROPERTY; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS MAY BE PREPAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

Approval of the Special Assessment Notice of Intent Resolution and Public Hearing Notice Resolution for the Saddle Trail Park (South) Neighborhood Improvement Project and the Repeal of Resolution No. R2015-17.

- B. [15-661](#) RESOLUTION NO. R2015-71 (SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT PUBLIC HEARING FOR THE SPECIAL ASSESSMENT)

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON SETTING A PUBLIC HEARING TO BE HELD AT WELLINGTON'S REGULARLY SCHEDULED COUNCIL MEETING STARTING AT 7 P.M. ON NOVEMBER 10, 2015, AT ITS MUNICIPAL OFFICE BUILDING LOCATED AT 12300 FOREST HILL BLVD., WELLINGTON, FL 33414, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN ASSESSABLE PROPERTY WITHIN THE VILLAGE OF WELLINGTON PURSUANT TO ITS CHARTER 3 CODE OF ORDINANCES AND CHAPTER 170, F.S.

Approval of Resolution No. R2015-71 setting the time and place of the public hearing for the Special Assessment for the Saddle Trail Park (South) Neighborhood Improvement Project.

- C. [15-674](#) DISCUSSION OF THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT

Council discussion of the Agreement between Wellington and the Village Manager.

9. PUBLIC FORUM

10. ATTORNEY'S REPORT

11. MANAGER'S REPORTS

12. COUNCIL REPORTS

13. ADJOURNMENT

NOTICE

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

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



Legislation Text

File #: 15-529, **Version:** 1

ITEM: 2015 WELLINGTON TOP COP AND TOP FIREFIGHTER AWARDS

REQUEST: Approval of the Public Safety Committee Recommendations for the 2015 Wellington Top Cop and Top Firefighter.

EXPLANATION: Annually the Village Council recognizes those Public Safety personnel that have been nominated as Wellington's Top Cop and Top Firefighter.

For 2015, both Captain Hart of the Wellington District 8 Sheriff's Office and Battalion Chief Michael Arena of Palm Beach County Fire Rescue Battalion 2 nominated their respective candidates for this award. Captain Hart's nominations included Deputy Scott Poritz and Deputy Roy Gonzalez. Chief Arena's nominations included Firefighter Eric Aho, Lieutenant Sebastian Garay and District Captain Todd Turner.

These nominations were presented to the Public Safety Committee for consideration at the June 24th regular meeting, at which time the Committee selected this year's candidates. By unanimous vote, the Committee selected Deputy Scott Poritz for Wellington's Top Cop for 2015 and Firefighter Eric Aho for Wellington's Top Firefighter for 2015.

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: Approval of the Public Safety Committee Recommendations for the 2015 Wellington Top Cop and Top Firefighter.

PALM BEACH COUNTY
SHERIFF'S OFFICE
RIC L. BRADSHAW, SHERIFF



LT. ELI SHAVITZ
DISTRICT 8 - WELLINGTON

April 30, 2015

Public Safety Committee

Re: Deputy Scott Poritz Nomination

I would like to nominate Deputy Scott Poritz for Wellington's Top Cop.

For the last two years Deputy Poritz has filled the Community Policing and Crime Prevention position. This is a unique job that requires skills beyond what is expected of a deputy sheriff. He is my "go-to" person and I'm always sending him unusual or complicated assignments. Here are some highlights:

Village Liaison: Deputy Poritz communicates directly with Village staff for needs, questions, resources, and special events. Special events most often involve road closures and requests for PBSO specialty vehicles or units, all of which Deputy Poritz handles. He will also attend most of these events where his level of responsibility exceeds that of a deputy.

Citizen Observer Patrol: Deputy Poritz is the liaison between our COP Units and their chain-of-command based in Community Services. He is always working to make things better for the volunteers since they are providing a service for free. COP volunteers sometimes have issues after hours and they can always count on Deputy Poritz for assistance. He was recently recognized at the annual volunteer awards for his exceptional service to the program.

Crime Watch: Deputy Poritz is the liaison for Wellington's 20 neighborhood Crime Watch groups. This is the highest number of Crime Watch groups ever and credit goes to Deputy Poritz and the Safe Neighborhoods Office. Deputy Poritz attends most Crime Watch meetings and is on-call for all of the Crime Watch Captains.

Holiday Parade: For the past two years Deputy Poritz has taken the lead on the Wellington Holiday Parade. This massive effort includes months of preparation, numerous meetings, large-scale mapping, and the recruitment and placement of over 50 PBSO personnel. Deputy Poritz performs this task at the caliber and quality of a sergeant.

Relay for Life: Deputy Poritz was the chairperson for the Cancer Society's Relay for Life here in Wellington. This was a year-long planned event that included other pre-fundraising such as a bowling and golf tournaments. These efforts raised over \$45,000.

Lastly, I would like to mention that Deputy Poritz works without direct supervision and is never the subject of any complaints. He is an exceptional employee and I am honored to make this nomination.

Respectfully,

Lt. Eli Shaivitz
Executive Officer
District 8 - Wellington
Palm Beach County Sheriff's Office

**PALM BEACH COUNTY
SHERIFF'S OFFICE**

RIC L. BRADSHAW, SHERIFF

**INTER-OFFICE MEMORANDUM
District 8 / 4250****TO:** Lieutenant Shaivitz**DATE:** April 28, 2015**FROM:** Sergeant R. Thaeter ID #5362**RT****FILE:****SUBJECT:** Wellington Public Safety Committee
Deputy of The Year

I wish to nominate D/S Roy Gonzalez # 8492 of the Palm Beach County Sheriff's Office (PBSO) for the 2015 Wellington's "Top Cop" Law Enforcement Officer of the Year.

D/S Gonzalez has served as a Law Enforcement Deputy since October 2006.

The reason for my nomination of D/S Gonzalez 2015 Wellington's "Top Cop" Law Enforcement Officer of the Year is D/S Gonzalez's conduct during the year 2014.

D/S Gonzalez has always been a dependable "go to" deputy in Alpha platoon. When D/S Gonzalez saw the need for a Traffic Deputy in Alpha Platoon, he selflessly volunteered to take that position. After being appointed to the Traffic Deputy position, he attended advanced crash training and advanced DUI training and became omnipresent on the streets of Wellington dutifully applying his skills for the safety of Wellington's citizens. In the handling of dozens of crashes every month, D/S Gonzalez never performs "routine" duty, but always adds a personal touch, to ease the suffering and trauma of the citizens of Wellington, some suffering their first crash and Law Enforcement encounter. D/S Gonzalez never underestimates the power of his compassion. D/S Gonzalez has further served the citizens of Wellington by educating them in safe driving habits through his judicial use of traffic citations and written warnings.

While not assigned to traffic duties, D/S Gonzalez can be seen backing up his platoon partners at the Mall at Wellington Green, as well as volunteering to be assigned to various calls for service, that include criminal investigations involving arrests for various crimes. All the while never complaining and working in a highly professional and quiet manner. This behavior has earned him the respect and admiration of all of his squad mates.

D/S Gonzalez continued his outstanding service to the citizens of Wellington by further volunteering for the elite PBSO Emergency Field Force. This is a Unit designed to provide special service to the Wellington Community, through intensive specialized training, in the event of civil unrest or natural disaster.

This is typical behavior for a very dedicated deputy. D/S Gonzalez has routinely shown me, and his squad mates, great service with honor in the highest traditions of the Palm Beach County Sheriff's Office.

It is for these reasons that I believe that D/S Roy Gonzalez should be acknowledged as Wellington's 2015 "Top Cop."



To: Sgt. Thaeter (5362)

Date: April 27, 2015

From: Christopher Hahn (Assistant Security Director, Mall at Wellington Green)

Subject: Commendation

As the Assistant Director of Security at the Mall at Wellington Green, I would like to take the time to acknowledge Deputy Roy Gonzalez #8492 for always exceeding his duties, displaying professionalism and his dedication in ensuring the Mall at Wellington Green remains a safe place for all citizens in Palm Beach County to enjoy.

The presence of Deputy Gonzalez and his willingness to work as a team with Mall Security has made deterring and detecting crime more efficient. Mall security and I would like to recognize how Deputy Gonzalez has exceeded his duties by conducting numerous investigations that involve reviewing video footage, making contact with suspects and victims both on and off of mall property, and providing security with a sense of support and assurance. Not only does he exceed his duties, he does so with pleasure and pride, exemplifying the ideal manner that every deputy should display when performing duties for both civilians and fellow officers. Deputy Roy Gonzalez is continuously educating himself to ensure job efficiency; he has reached out to various deputies to seek opinions and critiques, always embracing new ideas and perspectives.

Deputy Roy Gonzalez's dedication to duty can be exemplified through his willingness to build meaningful relationships with Mall Security, tenants, employees and customers. In a recent shoplifting incident at Macy's, Deputy Gonzalez responded to the mall as a Traffic Unit and provided backup to the Detail Mall Deputy. He continuously conducts random patrols of the mall, always making contact with security to advise them that he is on property, and if need be to contact him for assistance. A majority of the mall tenants and employee's are also familiar and comfortable with Deputy Gonzalez, which provides them with a sense of security and comfort as well.

On behalf of Mall Security, I would like to say Thank you to Deputy Roy Gonzalez for his dedication, teamwork, and professionalism towards Mall Security, mall employees and customers for the Mall and Wellington Green. Roy Gonzalez is a valuable asset to the Palm Beach County Sheriff's Office and a role model for any individual who serves and protects.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Chris Hahn', written in a cursive style.

Christopher Hahn, Assistant Security Director, Mall at Wellington Green

CASE_NUM *	(Multiple Items)	
	ID # 8492 January - December 2014	
All Case Numbers		
SIGNAL_CODE_FINAL *	SIGNAL_DESC_FINAL	Total
1	DRUNK DRIVER	6
3	HIT AND RUN	14
4	MOTOR VEH CRASH	47
7	DEAD PERSON	2
14	INFORMATION	6
19	MISDEMEANOR	4
20	MENTALLY DISTURBED PERSON	1
30	THEFT/LARCENY	1
31	ASSAULT	1
38	DOMESTIC	10
49	ALARM	12
51	TRESPASSING	13
57	DRUG CASE	6
65	SHOPLIFTING	2
66	CIVIL MATTER	2
70	ANIMAL CALL	1
79	SUSPICIOUS INCIDENT	2
1049	SERVING WARRANT	3
1050	VEHICLE STOP	3
13P	SUSPICIOUS PERSON	1
21V	BURGLARY - VEHICLE	1
31D	ASSAULT - DOMESTIC RELATED	1
49H	ALARM - HOLD UP/PANIC	2
49M	ALARM - MISC/MUNICIPALITY	1
4U	MOTOR VEHICLE CRASH - UNKNOWN INJURIES	3
4W	MOTOR VEHICLE CRASH - WITH INJURIES	11
Grand Total		156

Firefighter Eric Aho of Station 30
Date of Hire: 10/15/2007

Eric Aho is my nominee this year because his life both on and off the job is the embodiment of compassion and dedication. Eric is a husband to Heather and father to 2 children, Evan and Mia. He has been working in Wellington for several years and during that time he has proven himself again and again to be a firefighter with a heart for his community.

It's easy to talk about Eric with regard to his paid duties because he is a committed and impassioned member of our department who serves the public with his knowledge, skill, and caring. What is sometimes not so obvious is his attention to non-emergency duties, sacrifice for others, volunteerism, and deep love for his family. We build our firefighters to do a job that demands keeping emotions in check and that is very important while delivering our essential services so when we get to observe someone like Eric relaxing that stoicism and showing a lighter side it is confirmation that he is in this job for the service that he can provide to others.

We routinely assign our personnel to meet with school groups, adult groups, camp groups, special needs groups, public groups at shopping malls, HOA groups, etc. Eric has participated with all and when sometimes we may see a firefighter being a bit of a wallflower the complete opposite is found with Eric. He is talking to the public, performing demonstrations or helping children squirt the fire hose. This is a very important part of our job. We depend heavily on our personnel to engage the community with education and relationships.

Eric is heavily involved in Boy Scouts with his son Evan. He has given many hours of volunteering as a leader in the organization and a role model to the boys. He's one of the guys who is proud to wear that uniform too.

Eric recently was put in a situation to use his skills without the support of a team of firefighters, the big trucks and fancy equipment. At home one evening a panicked neighbor knocked on the door because her mother was choking on food. Eric jumped into action, ran to the house and finding the woman in critical condition due to the airway obstruction he worked tirelessly to help her. Finally, he was able to clear her airway with the Heimlich maneuver. This may seem a basic feat but when faced with a nearly unconscious person and the hysteria of family it requires focus and tenaciousness. Eric saved her life.

Perhaps, the greatest showing of courage and devotion came this last year when Eric's son experienced serious medical problems. This necessitated Eric taking a brief leave of absence from work and providing his own family with the services usually applied to the public. We are happy to report that Eric's son has recovered well and Dad is back to work. Times like this can test anyone and we're sure they did test Eric but he delivered for his family and they are all better, healthier, and stronger because of their dad and husband.

We look forward to Eric's career growth at Palm Beach County Fire Rescue and are pleased to have him serving in Wellington. He is a great person and a great asset.

Sincerely,

Ken Sehres, District Chief Battalion 2A

Theresa Colagiovanni
17453 48th Court North
Loxahatchee, FL 33470

February 16, 2015

Chief Mike Arena
Palm Beach County Fire Rescue – Station 28
1040 Royal Palm Beach Boulevard
West Palm Beach, FL 33411

Dear Chief Arena:

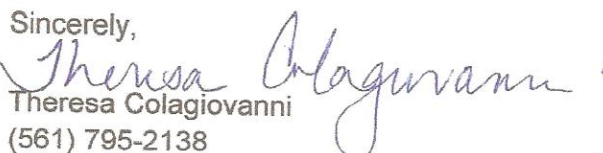
I am writing this letter in reference to Eric Aho, PBC Fire Rescue Paramedic, who is not only a close friend but the person whom I will call my "Forever Hero." Eric and his family are my next door neighbors and have been for quite some time. My 86 year old mother has lived with me for five years now and often visits with them. She is battling a second type of lung cancer as well as cardiac issues. Eric is very familiar with her health situation. I have often called on Eric to check on my mom when I think I might need to take her to the hospital because of her breathing issues or even if I have a general question.

On the morning of January 7, 2015, I rang Eric's phone and I don't even remember what I said but he knew something was wrong and he needed to get over to my house. I had given my mom a prune and she was choking on it. I had tried to perform the Heimlich maneuver with no success and I was on the floor with my mom trying to get her to respond. Eric was at my house within minutes and immediately began trying to resuscitate her. He told me to call 911 as he continued to give her CPR and tried to clear her airway. All the time he was giving her CPR, he kept saying "I am so sorry Gerry" as he did not want to hurt her but we both knew we were losing her. I was certain that I had lost her but Eric did not give up trying and then all of a sudden she gasped for air and regained consciousness. By the time the paramedics arrived, Eric had resuscitated her and she knew exactly who he was and was responding to questions.

Words cannot express how grateful I am to Eric for saving my mom's life. I am sure his job is hard enough, but I know it is even harder when it is someone you know. Eric has given me a gift that I cannot ever repay – more time with my mom.

Thank you "Eric" – you are my forever hero.

Sincerely,


Theresa Colagiovanni
(561) 795-2138

Submitted by B shift personnel to Chief Michael Arena for consideration for Lt Sebastian Garay as VOW TOP FF for 2015

Submitted by Captain Stephen Collins

Lt. Sebastian Garay is assigned as a Supervisor at Station 30 in Wellington, and has been with PBCFR for 11 years.

Lt. Garay is a member of the department's EMS CQI Committee, Instructor for the PBCFR Recruit Academy and Paramedic Development Course Program, Palm Beach State College EMS Instructor, Certified EKG Instructor, Proctor for Probationary Employees and Reservists; and a mentor for Take Stock in Children (501c3 non-profit).

Lt. Garay has an A.S. in Emergency Medical Services from Miami-Dade Community College, and lives in Wellington with his wife and three children.

I nominate Lt. Garay for Wellington's Firefighter of the Year.

Submitted by Firefighter Paramedic Andrew McGee, and District Captain Michael Ellis

To Wellington Public Safety Committee:

I would like to express why I think Lt. Sebastian Garay should be Wellington's Firefighter of the Year. Lt. Garay or "Sea bass", as he is affectionately known, has been a long time Wellington resident. He has moved a few times but always within the community which he loves. Whenever somebody mentions that they are thinking of moving, he is quick to enlighten them on all the attributes of the community. He is a husband and loving father of three. He can be found most evenings at Village Park helping coach basketball or baseball or at the fire station teaching the importance of safety to his daughters Girl Scout troop.

Lt. Garay is an asset to this department. He is an instructor at PBSC and his knowledge of the heart and EKGs is beyond compare. He shares his expertise on several of his websites as well as lecturing department run classes. He is always willing to answer questions and help while on or off duty. It is with this proficiency along with his pleasant rapport, that the Wellington Regional Hospital doctors and staff respect and trust his diagnosis and treatment of patients.

Lt. Garay is well versed in all areas of his job showing compassion for people and animals alike. I will always remember a structure fire call in Olympia. All the residents were out, however their beloved pets (1 dog and 3 cats) were trapped inside. With Lt. Garay's quick action he was able to locate and rescue 2 of the home owner's cats which had been over-come by the smoke and toxic gasses. The family dog and 2 of the cats were saved that day. As a result of this event making the local news, someone saw the story and donated several pet oxygen masks to the Village of Wellington fire stations.

In conclusion, Lt. Garay is a leader and a credit to this community as well as the whole department. I am proud and honored to have the opportunity to work with someone who takes so much pride in their job and their neighborhood.

Sincerely,

Firefighter / Paramedic Andrew McGee and District Captain Michael Ellis

Submitted by Captain Mark Tenn, Station 30B

Sebastian Garay is a firefighter with Palm Beach County Fire Rescue where he performs the duty as a Lieutenant. He has served in this capacity for the past 4 years and currently performs in his duty of office at Station 30 located in the Village of Wellington. During his 11 year tenure as a firefighter with Palm Beach County Fire Rescue Sebastian has filled many roles within the organization. Sebastian is the consummate professional in his duties as a firefighter as well as an Instructor within a local college. He also instructs students and new employees while on shift and a giver of his time when off duty.

I can go on about Sebastian's professionalism and all the vital statistics about his career, but who Sebastian the person is, is even more fulfilling. "Sea bass" the name he is most fondly referred by, is a quiet person that resides in the Wellington area. He is always willing to lend a helping hand in charities or on a personal level. He encourages a good mood in whatever situation there may be, whether in the professional and stressful setting or in quiet and confidential moments.

Sebastian the father is always encouraging and fosters a healthy father and son bond. He is a provider and a protector to the fullest. He is family oriented and takes great pride in his family. Sea bass the friend is always there with an ear to listen. He is someone to look up to on many levels. Sea bass is compassionate to all and it is the personal attributes that cause Sea bass to stand out. He is always willing to help, a quiet spoken leader that is very informative while providing guidance.

Sebastian Garay is a professional Lieutenant that does not criticize or is unduly harsh when he gives constructive criticism. He is always striving to learn new ways to become a better person to himself and others as well as in his professional career. Moreover, Sebastian the person is a resident and an asset in every aspect of the term.

Submitted by District Chief Samuel A. Eaton, Station 28B

I have been the shift supervisor for the Wellington Fire Stations for the past 2 years and periodically serving here for as a temporary district chief for almost 8 years. When the request for submissions came about for the Village of Wellington Firefighter of the Year, the very first name that came to mind was Lt. Sebastian Garay. This fire officer's professionalism and follow through on requested assignments is second to none. He has been a consistent contributor on our shift and knows his position well and portrays leadership qualities that make his presence at Station 30 a reassuring one.

Lt Garay's position requires him to be part of the development of our probationary firefighters. He takes this responsibility with extra detail and focus. His conversations and communications confirm that this is more a pleasure than "work". It is a lot for a firefighter in a busy station to also take on the very important responsibility of mentoring; this is his passion and he embraces it as such.

Lt Garay has recently, over the past 6 months taken on duties normally assigned to the Captain of the station. He was asked to do this because I felt he was up to the task and he has risen to the responsibility in reliable style. As to our Wellington community, I had the pleasure of seeing him off-duty supporting a very important community action meeting regarding sensitive issues affecting his Wellington neighborhood. I was impressed but not surprised with his attendance and participation in looking for a community based solution to a problem affecting his area.

Submitted to the VOW Public Safety Committee on behalf of

Chief Michael Arena, Battalion 2



Palm Beach County Fire Rescue
Inter – Office Communication

To: Michael Arena, Battalion Chief 2
From: Paul Jaremko, District Chief 2
Reference: Wellington Top Firefighter of 2015
Date: May 11, 2015

District Captain Todd Turner is a 19 year veteran of Palm Beach County Fire Rescue. Todd began his career as a Firefighter/EMT and progressed through the ranks to his current position as District Captain in Battalion #2 on "C" shift. Todd has worked at numerous fire stations throughout the county and in Wellington. Todd and his wife reside in Wellington along with their children.

Todd is an experienced Company Officer who strives for professionalism and quality with Palm Beach County Fire Rescue. He has served on many committees within the department that enhances services to the citizens of Wellington and Palm Beach County. Todd is a member of the Palm Beach Sheriff's Office Swat Team. He is also on the PBCFR equipment committee which test new equipment to implement to all of our crew members. Todd has also organized and delivered training on several projects for Battalion #2 personnel. He is currently on the District Chief promotional roster and scheduled to be promoted soon.

District Captain Todd Turner is an asset to Palm Beach County Fire Rescue, and in particular to the citizens of the Village of Wellington. The efforts and professionalism that Todd exhibits every day is extremely commendable.

Thank you for consideration of District Captain Todd Turner for "Wellington Top Firefighter of 2015."

Sincerely,



Paul Jaremko
District Chief 2/C
Palm Beach County Fire Rescue



Village of Wellington

Legislation Text

File #: 15-383, Version: 1

ITEM: AUTHORIZATION TO CONTINUE UTILIZING AN EXISTING SOUTHEAST FLORIDA COOPERATIVE GROUP CONTRACT WITH LHOIST NORTH AMERICA FOR THE PURCHASE AND DELIVERY OF BULK QUICKLIME

REQUEST: Authorization to continue utilizing an existing Southeast Florida Cooperative Group contract with Lhoist North America for the purchase and delivery of bulk quicklime in the amount not to exceed \$310,000.

EXPLANATION: The Water Treatment Facility uses quicklime for its water treatment process.

Contract #11-25B was awarded to Lhoist North America by the City of Tamarac acting as the lead agency for the Southeast Florida Cooperative Group. The initial term of the contract is for three (3) years and allows for three (3) additional one (1) year renewals. The City of Tamarac is exercising the second renewal option through October 31, 2016.

Due to historical fluctuating cost, the contract allows for quarterly price adjustments for material and transportation. Price escalations and de-escalations are passed on to all eighteen (18) participating agencies, including Wellington. Cost adjustments reflect only a direct pass-through of costs, and no changes to the vendor's profit margin are permitted. Wellington's current unit cost is \$224.49 per ton, which is \$1.26 less from the previous quarterly rate of \$225.75 per ton.

Staff requests authorization to continue utilizing an existing Southeast Florida Cooperative Group contract with Lhoist North America as a basis for pricing for the supply and delivery of quicklime.

No Western Community or Palm Beach County local vendor provides quicklime in the quantities required.

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 2016 water operating supplies budget to cover anticipated expenditures.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to continue utilizing an existing Southeast Florida Cooperative Group contract with Lhoist North America for the purchase and delivery of quicklime in the amount not to exceed \$310,000.



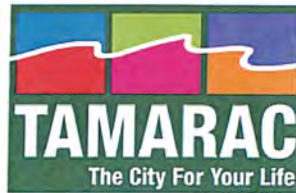
CONTRACT AWARD

Renewal No.	Start Date:	End Date:
-------------	-------------	-----------

Website: FEIN:

Performance Bond Required: Yes _____ No _____

Telephone: _____ Fax: _____

**OFFICE OF THE
CITY MANAGER****Michael C. Cernech**
CITY MANAGER

June 25, 2015

Mr. John Thompson
Florida District Manager
Lhoist North America of Alabama, LLC
4720 Cleveland Heights Blvd., Suite 203
Lakeland, FL 33813

Dear Mr. Thompson:

I am pleased to advise you that at its meeting on June 24, 2015, the City of Tamarac Commission approved a resolution authorizing the appropriate city officials to authorize renewal of your Agreement to "Furnish, Deliver and Discharge of Quicklime", as originally awarded as Bid #11-25B, and to execute an Agreement Amendment with, Lhoist North America of Alabama, LLC for the City of Tamarac and on behalf of the Southeast Florida Governmental Purchasing Cooperative for a period of one year with one (1) additional one-year renewal option, providing for conflicts; providing for severability; and providing for an effective date.

Attached is the approved resolution along with the executed Amendment, which constitute the full agreement with the City.

The Water Treatment Plant Lead Operator, Horst Bremer, will be the City of Tamarac contact for this agreement. Please contact him at (954) 597-3776; however, if there should be any problems of serious consequence, I expect you to advise me directly and immediately.

The City looks forward to continuing its relationship with Lhoist North America of Alabama, LLC.

Sincerely,

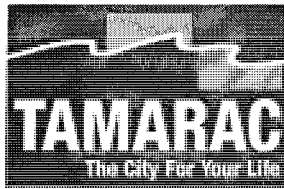
Michael C. Cernech
City Manager

c: Horst Bremer, Lead Operator
Keith Glatz, Purchasing and Contracts Manager

Attachments

*"Committed to Excellence...Always."***TAMARAC.ORG**

**PURCHASING AND
CONTRACTS DIVISION**



May 12, 2015

Mr. John Thompson
Florida Sales Manager
Lhoist North America of Alabama, LLC
4720 Cleveland Heights Blvd., Suite 203
Lakeland, FL 33813

RE: Agreement Renewal
Bid 11-25B
Furnish Deliver and Discharge of Quicklime

Dear Mr. Thompson:

The City's Agreement with your company to provide quicklime will expire on October 31, 2015. The original agreement effective November 1, 2011 provides for three additional one year renewal options. This is the second renewal option for the subject contract.

As you know, we have both worked diligently to arrive at a mutually agreeable method for adjusting pricing, based on continuously changing economic conditions, which promise to remain dynamic. The attached Agreement Amendment reflects what we have agreed upon, and I am forwarding Agreement Amendment #2 for your firm to execute.

Accordingly, we would ask that you please print and fully execute two (2) originals of the Agreement Amendment attached hereto. Please ensure that the Amendment is attested by your company's Corporate Secretary, and sealed with your corporate seal. Return the two (2) original documents to the Purchasing & Contracts Division no later than May 22, 2015.

Upon execution by the City, an original will be returned to you for your records. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO, FCPM, FCPA
Purchasing and Contracts Manager

Attach

"Committed to Excellence... Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



City of Tamarac

Purchasing and Contracts Division

**AGREEMENT AMENDMENT #2
BETWEEN THE CITY OF TAMARAC
AND
LHOIST NORTH AMERICA OF ALABAMA, LLC**

The CITY OF TAMARAC (City) and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC) an Alabama limited liability corporation, with principal offices located at 3700 Hulen Street, Ft. Worth, Texas 76107, agree to amend that certain Agreement between the City of Tamarac and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC.) effective November 1, 2011, as amended, (the "Agreement") as follows:

1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the Agreement the City and Lhoist North America of Alabama, LLC agree to exercise the second renewal option for the term November 1, 2015 through October 31, 2016.

* * *

2. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank

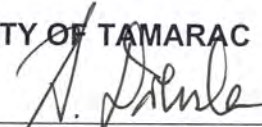


City of Tamarac

Purchasing and Contracts Division

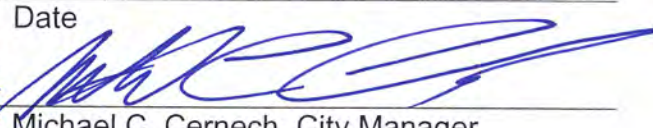
IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Lhoist North America of Alabama, LLC, signing by and through its Florida Sales Manager, duly authorized to execute same.

CITY OF TAMARAC


 Harry Dressler, Mayor

Date

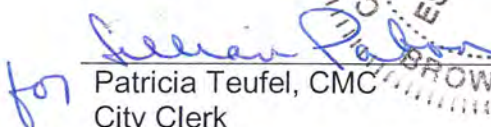
6-24-15


 Michael C. Cernech, City Manager

Date

6-29-15

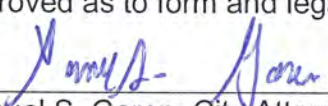
ATTEST:


 Patricia Teufel, CMC
 City Clerk

Date

6-30-15

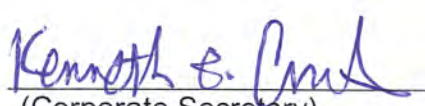
Approved as to form and legal sufficiency:


 Samuel S. Goren, City Attorney

Date

6/22/15

ATTEST:


 (Corporate Secretary)


 Type/Print Name of Corporate Secy.

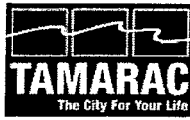
(CORPORATE SEAL)

LHOIST NORTH AMERICA OF ALABAMA, LLC


 Signature of Florida Sales Manager

 John Thompson
 Florida Sales Manager

Date



City of Tamarac

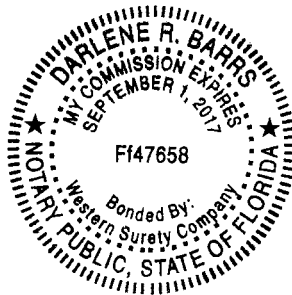
Purchasing and Contracts Division

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
 COUNTY OF Hamilton :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John Thompson, Florida Sales Manager for Lhoist North America of Alabama, LLC., an Alabama Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 27th day of May, 2015.



Darlene R. Barrs

Signature of Notary Public
 State of Florida at Large

Darlene R. Barrs

Print, Type or Stamp
 Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

May 26, 2015

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXERCISE THE SECOND RENEWAL OPTION OF AGREEMENTS TO "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENT AMENDMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND ON BEHALF OF EIGHTEEN OTHER AGENCIES IN THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME & STONE, INCORPORATED ON BEHALF OF ONE MEMBER OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE, THE CITY OF HOLLYWOOD, FOR A PERIOD OF ONE YEAR PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac served as "lead agency" on Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (CO-OP) which was awarded, on behalf of the City and eighteen (18) other agencies, to, and an Agreement executed with Lhoist North America of Alabama, LLC (formerly Chemical Lime Co. of Alabama, LLC), as evidenced by Resolution R-2011-86, a copy of which is on file with the City Clerk; and

WHEREAS, as the lead agency for the CO-OP, the bid was also awarded to and an Agreement executed on behalf of one (1) agency with the with

I hereby certify that this document is a true and correct copy of _____

R-2015-52

the original of which is on file in City Hall.
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.

This 30th day of June, 20 15.

Christina Yarbrough
City Clerk

Temp Reso #12653

Page 2

May 26, 2015

Carmeuse Lime and Stone, Inc., (Carmeuse), as further evidenced by Resolution R-2011-86; and

WHEREAS Chemical Lime Co. of Alabama, LLC underwent a corporate name change to Lhoist North America of Alabama, LLC effective December 31, 2011, as indicated in a letter issued by its parent company, Lhoist North America and is now known as Lhoist North America of Alabama, LLC (Lhoist); said name change being approved by the City Commission at its June 25, 2014 Meeting, through Resolution R-2014-62, a copy of said resolution is on file with the City Clerk; and

WHEREAS, the City Commission also approved the first one (1) year renewal option at its June 25, 2014 through the Resolution R-2014-62; and

WHEREAS, both Lhoist and Carmeuse are agreeable to exercising the second one (1) year renewal option; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Lhoist and Carmeuse may seek a quarterly material price adjustment based on a formula that factors in actual costs and / or recognized indices; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the CO-OP will be met by the continuation of an ongoing quarterly material price adjustment formula for Lhoist and Carmeuse customers, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective October 1st, January 1st, April 1st and July 1st of each year; and

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Page 3
May 26, 2015

WHEREAS, sufficient funds are available from the Utilities Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the second renewal option for the Agreement awarded as a result of Bid #11-25B be exercised and an agreement Amendment be executed with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year for the City of Tamarac, and on behalf of eighteen (18) other agencies in the CO-OP; a copy of said Agreement Amendment #2 is attached hereto as Exhibit "1"; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the second renewal option for the Agreement awarded as a result of Bid #11-25B be exercised and an Agreement Amendment be executed with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one year on behalf of one (1) agency in the CO-OP, the City of Hollywood, a copy of said Agreement Amendment #2 is attached hereto as Exhibit "2"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the second renewal option for Bid 11-25B and execute Agreement Amendment #2 with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2015 on behalf of the City of Tamarac and eighteen (18) other agencies in the CO-OP, and

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May 26, 2015

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the second renewal option for Bid 11-25B and execute Agreement Amendment #2 with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2015 on behalf of one (1) agency in the CO-OP, the City of Hollywood.

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

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: Agreement Amendment #2 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist, on behalf of the City of Tamarac and eighteen (18) other agencies in the CO-OP for a period of one (1) year effective November 1, 2015, attached hereto as Exhibit "1", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #2 with Lhoist,

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Page 5
May 26, 2015

as part of said award, a copy of which is attached hereto as Exhibit "1" on behalf of the City of Tamarac and eighteen other (18) agencies in the CO-OP for a period of one (1) year effective November 1, 2015.

SECTION 3: Agreement Amendment #2 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse, on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2015, attached hereto as Exhibit "2", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #2 with Carmeuse as part of said award, a copy of which is attached hereto as Exhibit "2" on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2015.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

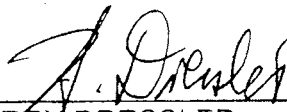
Temp Reso #12653

Page 6

May 26, 2015

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 24 day of June 2015.


HARRY DRESSLER
MAYOR


ATTEST:


PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER	<u>yes</u>
DIST 1: VICE MAYOR BUSHNELL	<u>yes</u>
DIST 2: COMM. GOMEZ	<u>yes</u>
DIST 3: COMM. GLASSER	<u>yes</u>
DIST 4: COMM. PLACKO	<u>yes</u>

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM


SAMUEL S. GOREN
CITY ATTORNEY



Legislation Text

File #: 15-577, Version: 1

ITEM: RESOLUTION NO. R2015-62 (INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE TRANSPORTATION (PARATRANSIT) SERVICES)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE TRANSPORTATION SERVICES FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2015-62 to execute an Interlocal Agreement with Palm Beach County to provide transportation services.

EXPLANATION: The Interlocal Agreement for transportation services between Palm Beach County and Wellington for the provision of paratransit services is attached. In 1999, Palm Tran eliminated Fixed Route 45 which provided regular service and ADA eligible paratransit service to Wellington. In response to the elimination of that route, the County agreed to provide paratransit services to Wellington residents who were ADA eligible individuals but whose trips were not eligible for County ADA paratransit services due to the elimination of Route 45. Attached is a detailed breakdown of riders who have utilized this service out of and into Wellington between the months of October 1, 2014 projected through September 30, 2015.

These services differ from those provided through Wellington's Senior Transportation Voucher program in that transportation is provided to locations outside of Wellington and users must be ADA certified as per the Americans with Disabilities Act of 1990.

The agreement is for the sum of \$54,796 for FY 2016 and \$56,439.88 for FY 2017, with invoicing and reimbursement to be done on an annual basis. Both the FY16 and FY17 sums reflect a 3% increase. The agreement is effective October 1, 2015 and expires on September 30, 2017.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are budgeted in the Fiscal Year 2015/2016 Budget and will be included in the Fiscal Year 2016/2017 budgets in the sum of \$54,796 and \$56,439.88, respectively. All funding is subject to budget approval.

WELLINGTON FUNDAMENTAL: Responsive Government

File #: 15-577, Version: 1

RECOMMENDATION: Approval of Resolution No. R2015-62 to execute an Interlocal Agreement with Palm Beach County to provide transportation services.

RESOLUTION NO. R2015-62

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING AND AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE AN INTERLOCAL AGREEMENT
WITH PALM BEACH COUNTY TO PROVIDE
TRANSPORTATION SERVICES FROM OCTOBER 1, 2015
THROUGH SEPTEMBER 30, 2017; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, Palm Beach County has determined, for reasons of efficiency and economies of service, since 1999, to eliminate a portion of its fixed route public transit system and complimentary paratransit services within Wellington; and

WHEREAS, Wellington has determined that there is a public purpose to provide paratransit services to its ADA paratransit eligible residents whose trips are not eligible for services from the County's ADA complimentary paratransit system; and

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

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

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct and adopted as if fully set forth herein.

SECTION 2. The Wellington Council hereby approves the Interlocal Agreement for Transportation Services by and between Palm Beach County and Wellington (attached hereto as Exhibit "A") and hereby authorizes the Mayor and Clerk to execute the Agreement.

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

PASSED AND ADOPTED this 25th day of August, 2015.

ATTEST:

WELLINGTON

1 By: _____
2 Awilda Rodriguez, Clerk
3

By: _____
Bob Margolis, Mayor

4 **APPROVED AS TO FORM**
5 **AND LEGAL SUFFICIENCY**
6

7
8 By: _____
9 Laurie Cohen, Village Attorney

10
11

**INTERLOCAL AGREEMENT FOR
TRANSPORTATION SERVICES
BY AND BETWEEN
PALM BEACH COUNTY
AND THE
VILLAGE OF WELLINGTON**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the Village of Wellington, a Florida municipal corporation, (hereafter "VILLAGE") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereafter "COUNTY").

WITNESSETH

WHEREAS, COUNTY operates a fixed route public transit system and provides complementary paratransit services to those individuals who are eligible to receive such services in accordance with the requirements of the Americans with Disabilities Act of 1990 and the regulations implementing the Act (collectively referred to hereafter as "ADA"); and

WHEREAS, COUNTY for reasons of efficiency and economies of service, modified its fixed route services located within the VILLAGE; and

WHEREAS, in response to the fixed route modifications and other service concerns, VILLAGE desires to contract with COUNTY for delivery of paratransit services, on VILLAGE's behalf, to VILLAGE's residents who are ADA paratransit eligible individuals but whose trips are not eligible for COUNTY's ADA paratransit services; and

WHEREAS, COUNTY is willing to enter into a contract with VILLAGE to provide such services and VILLAGE is willing to pay to COUNTY the sum of \$54,796.00 for FY 2016 and \$56,439.88 for FY 2017 to compensate the COUNTY for a portion of COUNTY's costs associated with the delivery of such services to VILLAGE's residents; and

WHEREAS, VILLAGE has determined that it is a public purpose to provide paratransit services to its ADA paratransit eligible residents whose trips are not eligible for services from COUNTY's ADA complementary paratransit system; and

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

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

Section 1. **Preamble:** The parties acknowledge that the statements set forth in the Preamble to this Agreement are true and correct and incorporated into and make a part of this Agreement.

Section 2. **Purpose:** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the provision of paratransit services to VILLAGE's ADA paratransit eligible residents whose trips are not eligible for COUNTY's ADA complementary paratransit service.

Section 3. **Representative and Contract Monitor:** The COUNTY's representative and contract monitor during the term of this Agreement shall be Palm Tran's Director of Paratransit Programs whose telephone number is 561-649-9848. VILLAGE's representative and contract monitor during the term of this Agreement shall be its Village Manager whose telephone number is 561-791-4000.

Section 4. **Effective Date and Term:** This Agreement shall take effect as of October 1, 2015 and continue through September 30, 2017, and shall cover services provided during said period.

Section 5. **Provision of Services:** The COUNTY agrees to provide paratransit services (*i.e.*, management, scheduling and transportation services) to VILLAGE's ADA paratransit certified residents whose trips are not eligible for COUNTY's ADA paratransit service as described in the Preamble to this Agreement, and VILLAGE agrees to compensate COUNTY for a portion of the COUNTY's costs associated with the delivery of such Services. Services, including scheduling and transportation, shall be provided to VILLAGE's residents in the same manner and utilizing the same methods and contractors used by COUNTY to provide its ADA complementary paratransit services. VILLAGE agrees that the COUNTY's policies, rules and

regulations relating to the provision of services to COUNTY's paratransit customers will apply to VILLAGE's residents receiving paratransit services under this Agreement. VILLAGE's residents shall abide by and be subject to COUNTY's rules, regulations and policies pertaining to eligibility determinations, reservations and scheduling of trips, payment of fares, and policies regulating the conduct of its riders. VILLAGE's residents utilizing the services described in this Agreement shall be charged the same fare charged to paratransit eligible individuals utilizing the COUNTY's complementary paratransit system.

COUNTY will determine the eligibility of VILLAGE's residents for services under this Agreement, at no additional cost to VILLAGE, utilizing the same process used by COUNTY to determine and certify the eligibility of individuals for its complementary ADA paratransit system. VILLAGE understands and agrees, however, that COUNTY's process to consider denials of service based on misconduct and trip coverage will be limited solely to users of COUNTY's complementary paratransit system. COUNTY reserves the right to refuse service to any rider based on the misconduct of the rider, a violation of any rule or requirement of County governing the service, including but not limited to a refusal to pay the fare.

Section 6. **Payment:** VILLAGE shall remit to the COUNTY the sum of fifty-four thousand seven hundred ninety-six dollars (\$54,796.00) for the period October 1, 2015 through September 30, 2016 and the sum of fifty-six thousand four hundred thirty-nine dollars and eighty-eight cents (\$56,439.88) for the period October 1, 2016 through September 30, 2017 to compensate COUNTY for COUNTY's costs associated with the provision of services under this Agreement. The parties acknowledge that the approximate per trip cost of the trips to be provided during the term of this Agreement will be equal to or greater than thirty dollars (\$30.00).

Section 7. **Invoicing and Reimbursement:** The COUNTY will invoice the VILLAGE annually for the services to be rendered during the term of this Agreement. The invoice shall include a reference to this Agreement and identify the amount due and payable by VILLAGE to the COUNTY.

The invoice received from the COUNTY will be reviewed and approved by the VILLAGE's contract monitor or his designee who will indicate that the expenditure is in conformity with the requirements of this Agreement. The invoice will be paid within thirty (30) days of its receipt from the COUNTY. Nothing contained in this Agreement shall act as a

limitation of the COUNTY's right to be paid, as a waiver of any rights of the COUNTY's, or preclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

Section 8. **Coordination:** The COUNTY currently functions as the Community Transportation Coordinator (CTC) for Palm Beach County and in such capacity coordinates the delivery of transportation disadvantaged services to the transportation disadvantaged. As long as the COUNTY serves as the CTC, the services provided under this Agreement will be purchased from and arranged by COUNTY at the rates established by COUNTY for the delivery of transportation disadvantaged services, including complementary ADA paratransit services.

Section 9. **Reporting:** COUNTY shall provide reports to the VILLAGE identifying the passengers served and such other information agreed to by the parties' contract monitors.

Section 10. **Access and Audits:** The COUNTY will maintain adequate records to justify its charge for the services provided for at least three (3) years after its completion or such lesser period of time required by County's records custodian for maintenance of public records. The VILLAGE may have access to County's non-confidential or non-exempt books, records, and documents pertaining to this Agreement for the purpose of inspection or audit during normal business hours.

Section 11. **Inspector General:** Pursuant to Sections 2-421 through 2-440 of the Palm Beach County Code, as it may be amended from time to time, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, their subcontractors, and anyone acting on a contractor's or its subcontractors behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of the Palm Beach County Code and punishable, pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor. The City agrees that it is subject to and that it will fully cooperate with the Inspector General and all representatives of County and Palm Tran, Inc. and that it shall provide full, open and unrestricted access to all of its records, places of business and facilities. All of the City's

records shall be maintained and kept in Palm Beach County. The City shall include this provision in all subcontracts and other agreements related, in any manner, to this Agreement.

Section 12. **Liability:** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes.

Section 13. **Notice of Complaints or Suits:** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party or Palm Tran, Inc., or their respective officers, directors, employees, servants or agents is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Section 14. **Annual Appropriation:** Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. However, this provision shall not be construed to relieve the VILLAGE from its obligation to pay the COUNTY for any services rendered prior to COUNTY's receipt of notice from the VILLAGE of the VILLAGE's intent not to fund the Agreement. VILLAGE affirms that it has appropriated the funds identified in Section 6 of this Agreement for each year of this Agreement. Notice shall be furnished to the COUNTY at least thirty (30) days in advance of the date established by the VILLAGE for cessation of services and its funding obligation.

Section 15. **Breach and Opportunity to Cure:** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before terminating this Agreement. Moreover, should the COUNTY or VILLAGE decide to discontinue the services provided for under this Agreement, each party may terminate the Agreement for its convenience and will notify the other of its intent to terminate the Agreement at least sixty (60) days prior to the termination date. Each party acknowledges that the provision of sixty (60) days notice constitutes adequate consideration for the right to terminate without cause and for convenience. COUNTY shall be paid for all services rendered prior to the termination date. No

liability shall accrue to COUNTY as a result of a decision by it or the VILLAGE to discontinue the services provided hereunder.

Section 16. **Enforcement Costs:** All costs and expenses, including but not limited to reasonable attorney's fees associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

Section 17. **Non-Discrimination:** The VILLAGE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

VILLAGE has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the VILLAGE does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement attached hereto as Exhibit A that VILLAGE will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended. VILLAGE acknowledges that compliance with the requirements of this article constitutes a condition which must be adhered to for the continuation of this Contract.

Section 18. **No Agency Relationship and No Intended Third Party Beneficiaries:** Nothing contained herein shall create an agency relationship between VILLAGE and COUNTY or VILLAGE and Palm Tran, Inc. In addition, this Agreement is not intended to be a third party beneficiary contract and creates no right in anyone other than the VILLAGE, COUNTY and Palm Tran, Inc.

Section 19. **Notice:** All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:

Ron Jones

As to the Village:

Paul Schofield

Director, Palm Tran Connection
50 South Military Trail, Suite 101
West Palm Beach, Florida 33415

Village Manager
12300 W. Forest Hill Boulevard
Wellington, FL 33414

Either party may change its address upon notice to the other.

Section 20. **Modification and Amendment:** Except as expressly permitted herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 21. **Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 22. **No Waiver:** No waiver of any provision(s) of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 23. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 24. **Equal Opportunity:** The COUNTY and VILLAGE agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic data be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 25. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 26. **Severability:** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 27. **Entirety of Agreement:** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 28. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

ATTEST:

VILLAGE OF WELLINGTON by its
VILLAGE COUNCIL

By: _____
Awilda Rodriguez, Village Clerk

By: _____
Mayor

Approved as to Form and
Legal Sufficiency

Village's Attorney

Approved as to Form
and Legal Sufficiency

Approved as to Terms and Conditions

County Attorney

Charles D. Frazier, Assistant Director
Palm Tran

EXHIBIT A NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a entity does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such entity shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

() Entity hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy an entity hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

() Entity hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

() Entity hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Entity hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Entity shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

ENTITY:

Name : _____

Signature: _____

Name (type or print) : _____

Title: _____

Date: July 30, 2015

Village of Wellington Trip Summary
ADA Riders Outside the 3/4 Mile Fixed Route Boundary

Fiscal Year 2015 (October 1, 2014 through September 30, 2015)

Month	Year	Actual Trips Performed	Monthly Trip Count	Trip Costs	Actual Total Trip Costs
October	2014	Actual	1,305	\$30.75	\$40,124
November	2014	Actual	1,125	\$30.75	\$34,590
December	2014	Actual	1,090	\$30.75	\$33,514
January	2015	Actual	1,239	\$30.75	\$38,095
February	2015	Actual	1,232	\$30.75	\$37,880
March	2015	Actual	1,231	\$30.75	\$37,849
April	2015	Actual	1,128	\$30.75	\$34,682
May	2015	Actual	1,017	\$30.75	\$31,269
June	2015	Actual	1,091	\$30.75	\$33,544
		June YTD	10,458	\$30.75	\$321,547
		YTD Days	273		
		Daily Trip Avg	38.31		
July	2015	Projected *	1,188	\$30.75	\$36,513
August	2015	Projected *	1,188	\$30.75	\$36,513
September	2015	Projected *	1,149	\$30.75	\$35,335
		July- Sept	3,524	\$30.75	\$108,360
		Total	13,982	\$30.75	\$429,908
Village of Wellington Agreement					\$53,200
Village of Wellington Trip Benefit					\$376,708
Actual Rider Count					97
Avg Monthly Trips Per Rider					12.01

*: Projected - based on Oct thru June Daily Average * Days in Month.



Village of Wellington

Legislation Text

File #: 15-683, **Version:** 1

ITEM: HORSES HEALING HEARTS, INC.

REQUEST: National 501(c)3 Organization Horses Healing Hearts, Inc. has requested permission to use the Wellington Logo in marketing materials for an upcoming fundraiser.

EXPLANATION: The “Cowboy Up For a Cause” event will take place on November 13-14, 2015 12pm - 4pm at the Van Kampen Arena (Southshore and Pierson). The goal of the event is to raise funds that will go directly to helping children living with alcoholism and addiction. The organization is partnering with “The Blind Side” actor Quinton Aaron and his organization “The Quinton Aaron Foundation,” to help children battling the damaging effects of bullying

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY:

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: National 501(c)3 Organization Horses Healing Hearts, Inc. has requested permission to use the Wellington Logo in marketing materials for an upcoming fundraiser.



Village of Wellington

Legislation Text

File #: 15-539, Version: 1

ITEM: FIRST PUBLIC HEARING FOR PROPOSED FISCAL YEAR 2015/2016 BUDGET AND ADOPTION OF THE FY 2015/2016 CAPITAL IMPROVEMENT PLAN

REQUEST: Council approval of the proposed fiscal year 2015/2016 operating and capital budget including balances brought forward. This is the first public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with the Wellington Charter and FS Chapter 200.065. The second public hearing and adoption will be held on September 24, 2015.

EXPLANATION: FS Chapter 200.065 sets forth the procedure to be followed by each local government in adoption of the annual property tax millage, levy, and budget. In accordance with these regulations, the June 26, 2015 certified total taxable value of \$6.94 billion is used in the millage and ad valorem revenue calculations for the FY 2015/2016 budget. The proposed millage rate of 2.45 mills is the same as the preliminary TRIM rate of 2.45 mills adopted on July 14, 2015 and 9.17% above the rollback rate of 2.24 mills. The proposed millage rate generates property tax revenues of \$16.16 million which is an increase of \$1.47 million from FY 2014/2015 property tax revenues.

The proposed budget for all funds totaling \$79.05 million maintains funding for existing levels of service with an increase of \$2.10 million primarily for major infrastructure, facility and roadway maintenance programs.

Council held budget workshops on July 13th and August 24th to discuss the proposed operating and capital budgets, and adopted the annual budgets for Solid Waste Collection and Water/Wastewater Utilities on August 11, 2015. The Acme Improvement District budget was adopted on August 25, 2015.

Staff presents a balanced budget for the governmental funds, excluding Acme and balances brought forward, totaling \$51,025,560, an increase of \$1.53 million over the prior year.

The proposed budget includes:

- A recommended Capital Improvement Plan totaling \$8,415,800 for all funds, down \$2.75 million from the prior year. The Plan includes:
 - \$2.69 million in governmental capital projects
 - \$3.86 million in water/wastewater capital projects
 - \$1.23 million in replacement tangible personal property
 - \$626,400 in new assets
 - Reallocation or reservation of \$3.92 million in existing project budget balances from FY 2015 completed capital projects or remaining capital funds (a positive net impact of \$200,000 increase in capital reserves) as follows:
 - a) Add \$70,000 to the Surface Water Management System Improvements Project from the Swale Maintenance Program now funded in the Acme Fund operating budget (net impact of \$0)
 - b) Reserve \$200,000 remaining in the Gas Tax Capital Fund from the Shellrock and Path

File #: 15-539, Version: 1

- & Roadway Overlay Program budgets now funded in the Road Maintenance Fund operating budget (\$200,000 increase to capital reserves)
- c) Reallocate \$3.65 million among Water & Wastewater capital projects to align funding with planned improvements to Water Distribution, Water Treatment Facility and Wastewater Treatment Facility Renewal and Replacement projects (net impact of \$0)
- General Fund reserves at or exceeding the 25-30% range per Council policy, after allocation of \$705,000 in unrestricted fund balance for FY 2016 expenditures
- Rate Stabilization reserves of \$1.72 million, assuming that the current year Rate Stabilization allocation of \$665,000 for FY 2015 legal expenses and Recreation Impact Debt Service is fully expended
- Emergency Reserves of \$2.48 million
- Use of Building Reserves of \$658,000
- Funding of:
 - a) 297 full-time permanent positions, no change from FY 2015; also includes funding for 74,640 part-time position hours, an increase of 1,770 hours over the current year budget
 - b) 2.5% total wage increase for employees (1.5% CPI, 1% Merit) and 10% higher health insurance

The required legal advertisement will be placed in local newspapers before the second budget hearing. On September 24th, 2015 the final budget and ad valorem millage rate will be adopted.

BUDGET AMENDMENT REQUIRED: YES

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: NO

FISCAL IMPACT: At 2.45 mills, \$16,160,495 in property tax revenues are generated, as adjusted for discounts. The budget appropriates a total of \$51.02 million for Wellington governmental funds (excluding Acme).

The FY 2015/2016 budget appropriates \$8.41 million for Capital Outlay and reallocates \$3.92 million among projects, adding \$200,000 to capital project reserves.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Tentative adoption of the FY 2015/2016 budget and millage rate and approval to advertise the second Public Hearing on September 24th for final adoption of the FY 2015/2016 budget and Capital Improvement Plan as presented.



FY 2016 RATES

FY 2015/2016 RATES	Adopted FY 2015	Proposed FY 2016	Change	Percent
Millage	2.45 mills	2.45 mills	0.00	0.0%
Ad Valorem Revenues	\$14,686,913	\$16,160,495	\$1,473,582	10.0%
Acme Improvement District (Adopted)	\$230	\$230	\$0	0.0%
Solid Waste Curbside/Containerized (Adopted)	\$160/125	\$140/105	(\$20)	-12.5%
Water Base Rate (adopted)	\$18.22	\$18.22	\$0	0.0%
Per 1,000 gal usage	\$2.06 - 6.76	\$2.06 - 6.76	\$0	0.0%
Wastewater Base Rate (Adopted)	\$17.38	\$17.38	\$0	0.0%
Per 1,000 gal usage	\$1.92	\$1.92	\$0	0.0%

FY 2016 TOTAL BUDGET

	Adopted FY 2015	Proposed FY 2016 Budget	Increase (Decrease)	%
OPERATING BUDGET				
General Fund	\$ 35,453,118	\$ 36,960,220	\$ 1,507,102	4.3%
ACME Improvement District	3,936,491	5,414,386	1,477,895	37.5%
Special Revenue Funds	4,167,974	5,205,595	1,037,621	24.9%
Debt Service	1,207,539	1,133,756	(73,783)	-6.1%
Total Governmental Operating Budget	\$ 44,765,122	\$ 48,713,957	\$ 3,948,835	8.8%
Water & Wastewater	\$ 11,123,588	\$ 10,510,421	\$ (613,167)	-5.5%
Solid Waste	3,485,190	3,510,900	25,710	0.7%
Professional Centre	674,000	440,266	(233,734)	-34.7%
Debt Service	26,000	30,000	4,000	15.4%
Total Enterprise Operating Budget	\$ 15,308,778	\$ 14,491,587	\$ (817,191)	-5.3%
CAPITAL PROJECTS				
Governmental CIP	3,789,000	2,690,000	(1,099,000)	-29.0%
Utility CIP	3,915,000	3,866,000	(49,000)	-1.3%
Total Capital Projects Budget	\$ 7,704,000	\$ 6,556,000	\$ (1,148,000)	-14.9%
Total Budget Excluding Transfers	\$ 67,777,900	\$ 69,761,544	\$ 1,983,644	2.9%
INTERFUND TRANSFERS				
Transfers for Indirect Cost Allocations	3,877,328	3,530,757	(346,572)	-8.9%
Transfers for Road Maintenance	965,613	1,738,268	772,655	80.0%
Transfers for Debt Service	1,207,540	1,133,756	(73,784)	-6.1%
Transfers for Capital & Rec Impact Debt Service	3,121,386	2,885,465	(235,921)	-7.6%
Total Transfers Out	\$ 9,171,867	\$ 9,288,246	\$ 116,379	1.3%
TOTAL BUDGET	\$ 76,949,767	\$ 79,049,790	\$ 2,100,023	2.7%

Excludes Increases to Reserves and Balances Brought Forward

FY 2016 GOVERNMENTAL BUDGET EXCLUDING ACME

	Adopted FY 2015 Budget	Proposed FY 2016 Budget	Increase (Decrease)	%
General Fund	\$ 35,723,446	\$ 36,960,220	\$ 1,236,774	3.5%
Special Revenue Funds:				
Building	2,252,361	2,049,827	\$ (202,534)	-9.0%
Road Maintenance	1,915,613	3,155,768	\$ 1,240,155	64.7%
SUB TOTAL OPERATING EXCLUDING ACME	\$ 39,891,420	\$ 42,165,815	\$ 2,274,395	
Capital Projects Funds	3,789,000	2,690,000	(1,099,000)	-29.0%
Debt Service	1,207,539	1,133,756	(73,783)	-6.1%
SUB TOTAL OPERATING & CAPITAL	\$ 44,887,959	\$ 45,989,571	\$ 1,101,612	2.5%
Transfers	4,604,139	5,035,989	431,850	9.4%
TOTAL GOVERNMENTAL BUDGET EXCLUDING ACME	\$ 49,492,098	\$ 51,025,560	\$ 1,533,462	3.1%

Excludes Increases to Reserves and Balances Brought Forward

FY 2016 BUDGET ADVERTISEMENT

BUDGET SUMMARY							
VILLAGE OF WELLINGTON - FISCAL YEAR 2015-2016							
* THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF WELLINGTON ARE 2.64% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES							
Millage Per \$1,000							
General Fund	2.450	General Fund	Special Revenue Funds	Capital Funds	Debt Service	Enterprise Funds	Total All Funds
Estimated Revenues:							
Taxes:	Millage Per \$1,000						
Ad Valorem Taxes	2.450	\$16,160,495	-	-	-	-	\$16,160,495
Non Ad Valorem Assessments		-	5,665,050	-	-	3,006,565	8,671,615
Utility Taxes		4,280,000	-	-	-	-	4,280,000
Franchise Fees		3,400,000	-	-	-	220,000	3,620,000
Local Communication Service Tax		2,500,000	-	-	-	-	2,500,000
Intergovernmental Revenue		5,618,645	1,400,000	460,000	-	55,000	7,533,645
Licenses and Permits		1,115,000	1,800,000	-	-	-	2,915,000
Charges for Services		2,438,630	337,500	-	-	18,625,000	21,401,130
Interest Income		85,000	20,000	38,500	-	150,000	293,500
Miscellaneous Revenue		598,000	137,500	-	-	931,000	1,666,500
Impact Fees		-	-	400,000	-	-	400,000
Capacity Fees		-	-	-	-	400,000	400,000
Proceeds from Borrowing		-	-	-	-	-	-
TOTAL SOURCES		\$36,195,770	\$9,360,050	\$898,500	-	\$23,387,565	\$69,841,885
Transfers In		3,530,757	1,738,268	2,885,465	1,133,756	-	9,288,246
Appropriation of Reserves		705,044	1,913,663	-	-	440,492	3,059,199
TOTAL REVENUES, TRANSFERS & BALANCES							
		\$40,431,571	\$13,011,981	\$3,783,965	\$1,133,756	\$23,828,057	\$82,189,329
Expenditures:							
General Government		\$10,246,967	-	-	-	-	\$10,246,967
Public Safety		8,402,033	-	-	-	-	8,402,033
Emergency Operations		46,000	-	-	-	-	46,000
Economic Environment		1,115,738	-	-	-	440,266	1,556,004
Physical Environment		11,072,141	7,078,776	-	-	13,261,567	31,412,484
Transportation		-	3,108,212	-	-	-	3,108,212
Culture & Recreation		3,920,150	-	-	-	-	3,920,150
Capital Outlay		952,910	350,890	2,690,000	-	4,422,000	8,415,800
Debt Service		-	-	-	1,133,756	30,000	1,163,756
Non-departmental		1,204,281	82,103	-	-	203,754	1,490,138
Operating Contingency		-	-	-	-	-	-
Unassigned Capital Funding		-	-	-	-	-	-
TOTAL EXPENDITURES		\$36,960,220	\$10,619,981	\$2,690,000	\$1,133,756	\$18,357,587	\$69,761,544
Transfers Out		3,471,351	2,392,000	1,086,138	-	2,338,756	9,288,245
Increase to Reserves		-	-	7,827	-	3,131,713	3,139,540
TOTAL APPROPRIATED EXPENDITURES & TRANSFERS							
		\$40,431,571	\$13,011,981	\$3,783,965	\$1,133,756	\$23,828,056	\$82,189,329
THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD							



FY 2016 – 2020 GOVERNMENTAL CAPITAL PROJECTS

CAPITAL PROJECTS & PROGRAMS	Approx. Prior Years' Committed, Unencumbered Funds Remaining in Project	Proposed Reallocation of Previously Committed Funds	Proposed FY 2016 New CIP Budget Addition	Total Project Budget FY 2016 including Prior Years' Funding Rolled Forward	Proposed Budget Additions FY 2017 - 2020
GENERAL REVENUES - CAPITAL FUND					
Communications & Tech Investment (General)	300,000		150,000	\$450,000	\$630,500
General Facility Improvements	400,000		135,000	\$535,000	\$508,000
Parks Capital Improvements	600,000		140,000	\$740,000	\$820,000
Governmental Capital Fund Subtotal	\$1,300,000	\$0	\$425,000	\$1,725,000	\$1,958,500
CDBG & SAFE NEIGHBORHOODS - CAPITAL FUND					
CDBG Funded Projects	\$20,000			\$20,000	\$0
Safe Neighborhoods Improvements	213,000			\$213,000	\$275,000
Governmental Capital Fund Subtotal	\$233,000	\$0	\$0	\$233,000	\$275,000
ACME ASSESSMENTS - CAPITAL FUND					
2014 Acme Renewal & Replacement Program	\$339,000		800,000	\$1,139,000	\$3,360,000
ACME Parks Master Plan	176,000			\$176,000	\$0
Communications & Tech Investment (ACME)			100,000	\$100,000	\$420,000
Neighborhood Parks Program ACME	150,000		100,000	\$250,000	\$420,000
Neighborhood Trails Program ACME	180,000		100,000	\$280,000	\$720,000
Swale Maintenance Program	70,000	(70,000)		\$0	\$0
SWM System Improvements	279,000	70,000	100,000	\$449,000	\$950,000
Governmental Capital Fund Subtotal	\$1,194,000	\$0	\$1,200,000	\$2,394,000	\$5,870,000
TOTAL GOVERNMENTAL CAPITAL FUND	\$2,727,000	\$0	\$1,625,000	\$4,352,000	\$8,103,500
GAS TAX CAPITAL FUND					
Flying Cow Pathway - Grant funds \$750,000	44,000			\$44,000	\$0
Pedestrian Paths & Roadway Overlay	20,000	(20,000)		\$0	\$0
Shellrock Program		(180,000)		(\$180,000)	\$0
Southshore Phase III Improvements (GTC)	417,000			\$417,000	\$0
SR 7/US 441 Corridor Landscape Imp.	360,000			\$360,000	\$0
Streetscape	100,000		105,000	\$205,000	\$440,000
Turn Lanes & Traffic Engineering	0		300,000	\$300,000	\$750,000
Fund Totals	\$941,000	(\$200,000)	\$405,000	\$1,146,000	\$1,190,000
RECREATION IMPACT FUND					
Parks, Trails & Open Space Improvements	280,000			\$280,000	\$0
Fund Totals	\$280,000	\$0	\$0	\$280,000	\$0
ROAD IMPACT FUND					
50th Street Improvements	20,000			\$20,000	\$0
Road & Pathway Circulation Expansion	200,000		210,000	\$410,000	\$0
Stribling/Pierson Roundabout			450,000	\$450,000	\$0
Fund Totals	\$220,000	\$0	\$660,000	\$880,000	\$0
TOTAL GOVERNMENTAL PROJECTS	\$4,168,000	(\$200,000)	\$2,690,000	\$6,658,000	\$9,293,500
WATER & WASTEWATER UTILITY FUND					
Collection System Renewal & Replacement	1,270,000	(1,270,000)	360,000	\$360,000	\$0
Communications & Tech Investment			250,000	\$250,000	\$1,000,000
Field Services Facility	400,000	(400,000)		\$0	\$670,000
General Facilities Renewal & Replacement			\$20,000	\$20,000	\$960,000
Lift Station Upgrades and Rehab	550,000	(165,000)	315,000	\$700,000	\$3,050,000
Reuse Transmission Lines	2,180,000	(135,000)		\$2,045,000	\$0
Wastewater System R&R Sinking Fund	362,000	(362,000)		\$0	\$150,000
Water Distribution & Transmission R & R	\$1,100,000	1,200,000	\$1,186,000	\$3,486,000	\$4,295,000
Water Storage & Repump	218,000	(218,000)		\$0	\$345,000
Water Supply Renewal & Replacement	778,000	(400,000)	\$50,000	\$428,000	\$250,000
Water System R&R Sinking Fund	700,000	(700,000)		\$0	\$675,000
WTP Renewal & Replacement	8,856,000	1,450,000	1,300,000	\$11,606,000	\$2,041,000
WWTP Renewal & Replacement	4,781,000	1,000,000	385,000	\$1,385,000	\$765,000
TOTAL ENTERPRISE PROJECTS	\$21,195,000	\$0	\$3,866,000	\$20,280,000	\$14,201,000
TOTAL WELLINGTON PROPOSED PROJECTS	\$25,363,000	(\$200,000)	\$6,556,000	\$26,938,000	\$23,494,500



Village of Wellington

Legislation Text

File #: 15-648, **Version:** 1

ITEM: ORDINANCE NO. 2015-11 (CIVIL RIGHTS)

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 1 OF THE VILLAGE'S CODE OF ORDINANCES ENTITLED "GENERAL PROVISIONS", BY CREATING SECTION 1-13, TO BE ENTITLED "CIVIL RIGHTS", PROVIDING FOR NON-DISCRIMINATION WITHIN THE VILLAGE OF WELLINGTON AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE VILLAGE OF WELLINGTON; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Adoption of a Civil Rights Act Ordinance.

EXPLANATION: The Human Rights Council of Palm Beach County has requested that Wellington consider the adoption of a Civil Rights Ordinance prohibiting discrimination against individuals based upon the following categories: race, color, national origin, religion, sex, gender identity or expression, genetic information, sexual orientation, disability, marital status, pregnancy, familial status, or age. These categories are broader than those provided under Florida's Civil Rights Act, found in sections 760.01 through 760.11, *Florida Statutes*, Florida's Fair Housing Act, found in sections 760.20 through 760.27, and the Federal Civil Rights Act, none of which expressly include sexual orientation as a protected class.

The proposed ordinance would incorporate the above provisions, together with the County-wide Equal Employment Ordinance and the Ordinance for Equal Opportunity to Housing and Places of Public Accommodation, and would prohibit discrimination against a broader class of individuals than would otherwise be protected under state and federal law.

Although Staff believes Wellington's Equal Opportunity Employment Policy and Anti-Discrimination Policy adequately protect against discrimination based upon gender identity or expression and sexual orientation, Council has directed staff to prepare a Civil Rights Ordinance that incorporates Palm Beach County's Anti-Discrimination ordinances.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Adoption of a Civil Rights Act Ordinance.

ORDINANCE NO. 2015-11

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 1 OF THE VILLAGE'S CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS," BY CREATING SECTION 1-13, TO BE ENTITLED "CIVIL RIGHTS"; PROVIDING FOR NON-DISCRIMINATION WITHIN THE VILLAGE OF WELLINGTON AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE VILLAGE OF WELLINGTON; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council seeks to codify its existing policy of non-discrimination; and

WHEREAS, the Village Council seeks to further ensure a policy of non-discrimination in all activities promoted or sponsored by the Village; and

WHEREAS, the Village Council finds that codifying a non-discrimination policy is in the best interests of the citizens and residents of the Village.

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

SECTION 1: Chapter 1, entitled "General Provisions", of the Village of Wellington's Code of Ordinances is hereby amended by specifically creating Section 1-13 entitled "Civil Rights" to read as follows:

Sec. 1-13 Civil Rights

Section 1. Purpose.

The Wellington Council desires to secure for its citizens freedom from discrimination because of race, color, religion, sex, national origin, age, disability, familial status, pregnancy, marital status, genetic information, sexual orientation or gender identity or expression, and thereby to protect their interest in personal dignity; to make available to the Village their full productive capacities; to secure the Village against domestic strife and unrest; to preserve the public safety, health and general welfare; and to promote the interests, rights and privileges of individuals within the Village. The Village Council also desires to adopt an ordinance that is consistent with federal, state and local laws and affords its citizens access to remedies in the case of alleged discrimination, to wit: the Equal Employment Opportunity Commission, the Florida Commission on Human Relations and the Palm Beach County Office of Equal Opportunity.

The Florida Civil Rights Act of 1992, Chapter 760, Section 760.01 through 760.11 and Section 509.092; Florida's Fair Housing Act, Chapter 760, Section 760.20 through 760.37; the Palm Beach County Equal Employment Ordinance, Chapter 2, Article VI, Division 1, Sections 2-251 through 2-313; and the Palm Beach County Ordinance for Equal Opportunity to Housing and Places of Public Accommodation, Chapter 15, Article III, Sections 15-36 through 15-67 are collectively adopted by reference as the Village of Wellington Civil Rights Ordinance Act, subject to and including by reference such amendments, corrections and additions as shall occur therein or as may appear in this chapter.

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 as a whole or any portion or part thereof, other than the part so declared to be invalid.

PASSED this _____ day of _____, 2015 upon first reading.

PASSED AND ADOPTED this _____ day of _____, 2015, on second and final reading.

FOR AGAINST

BY: _____

Bob Margolis, Mayor

John Greene, Vice Mayor

Matt Willhite, Councilman

Anne Gerwig, Councilwoman

1 John McGovern, Councilman

2
3 **ATTEST:**

4
5 BY: _____
6 Awilda Rodriguez, Clerk

7
8
9 **APPROVED AS TO FORM AND**
10 **LEGAL SUFFICIENCY**

11
12 BY: _____
13 Laurie Cohen, Village Attorney

14
15
16
17
18 w:\departments\legal\ordinances\2015\2015-__ (civil rights ordinance).docx
19

Chapter 15 - HUMAN RIGHTS^[1]

Footnotes:

--- (1) ---

State Law reference— Home rule powers of chartered counties, Fla. Const., art. VIII, § 1(g); discrimination, F.S. § 760.01 et seq.

ARTICLE I. - IN GENERAL

Secs. 15-1—15-10. - Reserved.

ARTICLE II. - RESERVED^[2]

Footnotes:

--- (2) ---

Editor's note—Ord. No. 95-27, § 1, adopted July 18, 1995, amended the Code by deleting Art. II, §§ 15-11—15-18. Former Art. II pertained to a commission on the status of women, and derived from Ord. No. 73-9, adopted June 19, 1973; Ord. No. 85-18, adopted July 2, 1985; and Ord. No. 91-6, adopted Jan. 22, 1991.

Secs. 15-11—15-35. - Reserved.

ARTICLE III. - HOUSING, PLACES OF PUBLIC ACCOMMODATION^[3]

Footnotes:

--- (3) ---

Editor's note—Ord. No. 2014-019, adopted July 22, 2014, repealed Art. III and enacted a new article as set out herein. The former Art. III, §§ 15-36—15-64, pertained to similar subject matter and derived from Ord. No. 90-1, §§ 1—29, adopted Jan. 16, 1990; Ord. No. 95-42, §§ I—VII, IX—XXIII, adopted Oct. 17, 1995; Ord. No. 96-23, §§ I—VI, adopted Aug. 20, 1996; and Ord. No. 07-042, §§ 1—14, adopted Dec. 18, 2007.

State Law reference— Home rule powers of chartered counties, Fla. Const., Art. VIII, § 1(g).

Sec. 15-36. - Purpose.

It is hereby declared to be the policy of the Board of County Commissioners, in the exercise of its police power for the public safety, public health, and general welfare, to assure, within constitutional limitations, equal opportunity to all persons to live in available housing facilities regardless of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression, and, to that end, to prohibit discrimination in housing by any person. It is also hereby declared to be the policy of the Board of County Commissioners, in the exercise of its police power for public safety, public health and general welfare, to assure, within constitutional limitations, equal opportunity to all persons, regardless of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression, to participate in the full and equal enjoyment of the goods, services, facilities, privileges, advantages and, to that end, to prohibit discrimination in places of public accommodation.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-37. - Definitions.

When used herein:

- (1) *Person* includes one (1) or more individuals, partnerships, associations, corporations, unincorporated organizations, legal representatives, trustees and trusts, trustees in bankruptcy, labor organizations, mutual companies, joint-stock companies, receivers, or fiduciaries.
- (2) The term *unlawful discriminatory practice* includes only those practices specified in sections 15-57 through 15-61 hereof.
- (3) The term *Board*, unless a different meaning clearly appears from the context, means the Fair

Housing Board, created by section 15-39.

- (4) Each of the following establishments which serve the public is a place of *public accommodation* within the meaning of this article:
- a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five (5) rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his/her residence;
 - b. Any restaurant, cafeteria, lunchroom, lunch counter, soda fountain, or other facility principally engaged in selling food for consumption on the premises, including but not limited to any such facility located on the premises of any retail establishment or any gasoline station;
 - c. Any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment; and
 - d. Any establishment:
 - (i) 1. Which is physically located within the premises of any establishment otherwise covered by this subsection; or
 2. Within the premises of which is physically located any such covered establishment; and
 - (ii) Which holds itself out as serving patrons of such covered establishment. Such term shall not include any institution, club or place of accommodation which is in its nature distinctly private and not in fact open to the public.
- (5) *Dwelling* or *housing* means any real property, building, mobile home or trailer, structure or portion thereof which is used or occupied as, or is intended, arranged or designed to be used or occupied as, the home, residence or sleeping place of one (1) or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (6) *To rent* includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.
- (7) The term *family* includes the grandparents, parents, children, brothers and sisters, whether by marriage, legal adoption or blood, and their spouses and children, of either the property owner or spouse of the property owner; and the term "family" also includes a single individual.
- (8) The term *complainant* shall mean the person filing the complaint pursuant to this article.
- (9) The term *respondent* shall mean the person or other entity accused in the complaint of an unlawful discriminatory practice and any other person or entity identified in the course of investigation not named as a respondent in the initial complaint who may be joined as an additional or substitute respondent upon written notice.
- (10) *Disability* means with respect to a person:
- a. A physical or mental impairment which substantially limits one (1) or more of such person's major life activities.
 - b. A record of such an impairment; or
 - c. Being regarded as having such an impairment.
 - d. Disability does not include the current illegal use or addiction to a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

- e. As used throughout this article, prohibitions against discrimination on the basis of disability includes disabilities of the patron, buyer or renter, or of a person residing in or intending to reside in that dwelling after it is sold, rented, or made available or of any person associated with the buyer, or renter or patron.
- (11) *Familial status* means one (1) or more individuals who have not attained the age of eighteen (18) years being domiciled with:
 - a. A parent or another person having legal custody of such individual or individuals; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.
- (12) *Sexual orientation* means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.
- (13) *Conciliation* means the attempted resolution of issues raised by the complaint, or by the investigation of such complaint, through informal negotiations involving the complainant, the respondent, and the Office of Equal Opportunity.
- (14) *Conciliation agreement* means a written agreement setting forth the resolution of the issues in conciliation.
- (15) *Prevailing party* has the same meaning as such term has in Section 722 of the Revised Statutes of the United States (42 U.S.C. 1988).
- (16) *Multifamily dwelling* means:
 - a. Buildings consisting of four (4) or more units if such buildings have one (1) or more elevators; and
 - b. Ground floor units in other buildings consisting of four (4) or more units.
- (17) *Residential real estate related transaction* means any of the following:
 - a. The making or purchasing of loans or providing other financial assistance:
 - (i) For purchasing, constructing, improving, repairing or maintaining a dwelling; or
 - (ii) Secured by residential real estate.
 - b. The selling, brokering or appraising of residential real property.
 - c. Nothing in this article prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.
- (18) *Housing for older persons* means housing:
 - a. Provided under any state or federal program that the OEO or the Board determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program; or
 - b. Intended for, and solely occupied by, persons sixty-two (62) years of age or older; or
 - c. Intended and operated for occupancy by at least one (1) person fifty-five (55) years of age or older per unit in eighty (80) percent of the units, provided that the occupancy of such housing can be verified in accordance with rules established by the U. S. Department of

Housing and Urban Development and provided that the housing facility publishes and adheres to policies and procedures that demonstrate the intent to provide housing for older persons.

- d. Housing shall not fail to be considered housing for older persons if:
 - (i) A person who resides in such housing on or after September 13, 1988, does not meet the age requirements of this subsection provided that any new occupant meets such age requirements; or
 - (ii) One (1) or more units are unoccupied, provided that any unoccupied units are reserved for occupancy by persons who meet the age requirements of this subsection.
 - e. In determining whether housing meets the requirements of housing for older persons, the County will utilize current federal regulations regarding criteria for housing for older persons.
- (19) *Gender identity or expression* means a gender-related identity, appearance, expression or behavior of an individual, regardless of the individual's assigned sex at birth.
- (20) *OEO* means the Palm Beach County Office of Equal Opportunity.
- (21) *Director* means the director of the OEO.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-38. - Office of Equal Opportunity (OEO).

The County Administrator exercising his/her power of appointment shall employ a Director ("Director") of the OEO and such other personnel in the OEO as may be provided for in the budget approved by the Board of County Commissioners and for which an appropriation has been made. The staffing complement shall be referred to as the OEO. It shall be the responsibility of the Director and/or the Director's designee to investigate complaints of discrimination prohibited by this article, attempt to conciliate and mediate complaints of discrimination, and to perform such other duties of an administrative nature as may be assigned by the County Administrator.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-39. - Fair Housing Board (Board).

The Board is hereby created and established. The Board is to be comprised of nine (9) citizens of the county appointed by the Board of County Commissioners to serve for terms of three (3) years. There shall be a limit of three consecutive three-year terms. Terms shall begin on October 1st, and end on September 30th. All Board members must be residents of Palm Beach County at the time of appointment and while serving on the Board. Board appointments should reflect, to the greatest extent possible, the racial, gender and ethnic make-up of the community. Members of this Board shall be the same as members of the Equal Employment Board created by the Palm Beach County Equal Employment Ordinance as codified in Sections 2-261 through 2-313 of the Palm Beach County Code. Seven (7) of the appointments shall be made as district appointments and two (2) of the appointments shall be made at large by the Board of County Commissioners on the basis of community representation, integrity, experience and interest in the area of equal opportunities. In order that the terms of office of all members shall not expire at the same time, all current members of the Board shall serve the remainder of their respective terms, if they so elect. Any member who elects not to serve the remainder of their term shall be replaced by appointments made by the Board of County

Commissioners to serve the unexpired portion of the term. Vacancies shall be filled in the same manner as the original appointments for the remainder of the vacant term. Each member shall serve without compensation. Travel reimbursement is limited to expenses incurred only for travel outside Palm Beach County necessary to fulfill Board member responsibilities when sufficient funds have been budgeted and are available as set forth in PPM CW-O-038. No other expenses are reimbursable except documented long distance phone calls to the OEO. Approval authority for pre-authorized Board member travel is designated to the County Administrator and Deputy County Administrator and shall be in accordance with Countywide Policy and Procedures Memoranda (PPM) CW-F-009. Each district appointee serves at the pleasure of the appointing Commissioner and may be removed without cause by the appointing Commissioner at any time, and at large appointees may be removed without cause by a majority vote of the Board of County Commissioners at any time. The maximum number of boards that an individual appointed by the Board of County Commissioners may serve on at one (1) time shall be three (3), however, membership on the Equal Employment Board and this Board shall only be considered membership on one (1) advisory board. Members shall comply with the applicable provisions of the Palm Beach County Code of Ethics, as codified in Section 2-441 through 2-448 of the Palm Beach County Code and the State Code of Ethics. Abstention from voting due to a conflict of interest on more than three (3) separate matters during a calendar year shall result in automatic removal. Members shall be automatically removed for lack of attendance. Lack of attendance is defined as failure to attend three (3) consecutive meetings or failure to attend more than one-half ($\frac{1}{2}$) of the meetings scheduled during a calendar year. Participation for less than three-fourths ($\frac{3}{4}$) of a meeting shall be the same as failure to attend a meeting. Members removed pursuant to this paragraph shall not continue to serve on the Board and such removal shall create a vacancy. Board members shall not be prohibited from qualifying as a candidate for elected office. County employees, other than Commissioners' Aides, may not be appointed to the Board. Former Board of County Commission members may not be appointed to the Board for at least two (2) years following their last day in office as a County Commissioner. Members of the Board shall appoint a chairperson and vice-chairperson, and the Board may promulgate rules and regulations for the conduct of its meetings and affairs.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-40. - Board terms, rules and regulations.

The following rules and regulations shall govern the operation of the Board:

- (1) The chairperson of the Board shall be elected by majority vote of the Board and shall serve for a term of one (1) year and have the following duties:
 - a. Call Board meetings and set the agenda for the same.
 - b. Preside at Board meetings.
 - c. Sign subpoenas.
 - d. Perform such other functions as the Board may assign by rule or order.
- (2) The vice-chairperson shall be elected by majority vote of the Board and shall serve for a term of one (1) year. The vice-chairperson shall perform the duties of the chairperson in the chairperson's absence and such other duties as the chairperson may assign.
- (3)

If a vacancy occurs in the office of chairperson, the vice-chairperson shall become the chairperson for the unexpired term of the chairperson. If a vacancy occurs in the office of vice-chairperson, the Board will elect another member to fill the unexpired term of the vice-chairperson.

- (4) At least three (3) members of the Board or any other odd number shall constitute a hearing panel for the purpose of hearing discrimination complaints. A majority of members appointed shall constitute a quorum to hold a meeting for any other purpose. Board business shall be taken by a majority vote.
- (5) All meetings shall be governed by Robert's Rules of Order.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-41. - Board meetings.

The Board shall comply with the Sunshine Law. The Board shall meet on a regular basis and as necessary to conduct administrative hearings. Reasonable notice of the time and place of the meeting shall be given to all Board members and all parties scheduled to be heard, and shall be made public. All meetings of the Board shall be open to the public. The chairperson may call an unscheduled meeting upon not less than twenty-four (24) hours notice, and preferably at least seventy-two (72) hours reasonable notice to the public, and meetings may also be called by the Director upon the request of three (3) members of the Board. The County Administrator shall provide such staff as may reasonably be required in his/her discretion to assist the Board in the performance of its duties. The County Administrator shall provide a regular meeting place for the Board.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-42. - Objectives of the Board.

The objectives of the Board shall be:

- (1) To promote and encourage fair treatment and equal opportunity in housing and public accommodation for all persons regardless of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression; to promote and encourage mutual understanding and respect among such persons and to endeavor to eliminate discrimination in housing and public accommodation against and antagonism between such persons;
- (2) To cooperate with governmental and nongovernmental agencies and organizations having like or kindred functions;
- (3) To make such investigations and studies in the field of fair housing and public accommodation as in its judgment will aid in effectuating its general purposes;
- (4) To assist various groups and agencies of the community to cooperate in educational programs and campaigns devoted to the elimination of discrimination in housing and places of public accommodation;
- (5) To aid in permitting the County to benefit from the fullest realization of its housing and public accommodation resources;
- (6) To recommend to the Board of County Commissioners the acceptance of certain grants and contracts from foundations and other sources for the purposes of carrying out the purposes of this article; and

- (7) To recommend to the Board of County Commissioners methods for elimination of discrimination and intergroup tensions. The objectives set forth above are not to be construed as duties, and the Board of County Commissioners shall have the discretion to determine when each objective is implemented.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-43. - Powers and duties of the Board.

The powers and duties of the Board shall be:

- (1) To refer or accept referral of complaints when appropriate and to cause, through the OEO, investigations of:
 - a. Tension or prejudice in relation to all housing and public accommodation matters involving race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.
 - b. Discrimination against any person by any person with regard to housing and public accommodation matters on the basis of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.
- (2) To receive, initiate, seek to conciliate, hold hearings upon and adjudicate complaints alleging violations of this article; to recommend methods and alternatives for eliminating injustices occasioned thereby to carry out and enforce the purpose of this article.
- (3) To administer oaths, subpoena witnesses, and compel production of evidence pertaining to any hearing convened pursuant to the powers and duties authorized by this article.
- (4) To subpoena witnesses and compel production of evidence requested by the OEO relating to an investigation being conducted pursuant to this article.
- (5) To meet and exercise its power in any place within the county.
- (6) To issue remedial orders prohibiting violations of this article and providing affirmative relief from the effects of the violation as specified in section 15-55.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-44. - Powers and duties of the Director.

The powers and duties of the Director and/or the Director's designee shall be:

- (1) To investigate:
 - a. Tension or prejudice in relation to all housing and public accommodation matters involving race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.
 - b. Discrimination against any person by any person with regard to housing and public accommodation matters on the basis of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.
- (2) To have access during an investigation, at all reasonable times, to premises, and may examine records, documents, and other evidence or possible sources of evidence, and record the testimony or statements of such persons as are reasonably necessary for the furtherance of

the investigation provided that the Director and/or the Director's designee complies with the provisions of the federal and state constitutions relating to unreasonable searches and seizures.

- (3) To attempt to conciliate and mediate complaints of discrimination brought pursuant to this article.
- (4) To prepare conciliation agreements embodying any agreement reached by the parties relating to the complaint, and advise the Board of such agreement.
- (5) To dismiss complaints of discrimination upon a finding of no reasonable cause under this article.
- (6) To administer oaths.
- (7) To exercise all powers reasonable and necessary to fulfill the purposes of this article.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-45. - Filing of complaints.

Any person who claims to have been injured by an unlawful discriminatory practice or who believes that he/she will be injured by an unlawful discriminatory practice that is about to occur may file a sworn written complaint with the OEO, which shall state the name and address of the complainant and the person or persons against whom the complaint is made. It shall also state the facts surrounding the alleged unlawful discriminatory practice and such other information as may be required by the OEO. The Director, with the Board's approval, may also file such a complaint. The complaint shall be filed not later than one (1) year after the date of the alleged unlawful discriminatory practice in order to be processed under this article. The complaint may be reasonably and fairly amended at any time.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-46. - Notice of complaint.

Upon the filing of the complaint, the Director shall serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this article. The Director or the Director's designee shall, not later than ten (10) days after such filing or the identification of an additional respondent, serve on the respondent a notice, by certified mail, identifying the alleged discriminatory housing practice and advising such respondent of the procedural rights and obligations of respondents under this article, together with a copy of the original complaint. The respondent may file a sworn written answer to the complaint within ten (10) days of receipt of the complaint. Failure to file an answer by the respondent shall not result in any presumption of admission to the allegations in the complaint. Any subsequent amendment to the complaint or answer thereto shall be served by U.S. mail.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-47. - Processing complaints.

The OEO shall commence its investigation under this article within thirty (30) days of the receipt of a sworn written complaint. Within one hundred (100) days of the filing of the complaint as set forth in section 15-45, the staff of the OEO shall make such investigation as the Director deems appropriate to ascertain facts and issues. If the OEO is unable to complete the investigation within one hundred (100) days after the filing of the complaint, they shall notify the complainant and the respondent in writing of

the reasons for not doing so. In conducting an investigation to ascertain whether or not there has been a violation of this article, the Director and/or the Director's designee shall have access at all reasonable times to premises, and may examine records, documents, and other evidence, or possible sources of evidence, and may record the testimony or statements of such persons as are reasonably necessary for the furtherance of the investigation provided that the OEO complies with the provisions of the federal and state constitutions relating to unreasonable searches and seizures. The Director, the Director's designee or the Board may issue subpoenas to compel access to, or the production of, such materials, or the appearance of such persons, and may issue interrogatories to a respondent to the same extent and subject to the same limitations as would apply if the subpoenas or interrogatories were issued or served in aid of a civil action in court. In the case of a refusal to obey a subpoena issued to any person, or refusal to comply with any method of discovery authorized in the Florida Rules of Civil Procedure, the Board and/or the Director shall request the County Attorney to make application to the appropriate court to order the witness to comply with a request for discovery, or to appear before the Board and to produce evidence, if so requested, or to give testimony concerning the matter in question. Failure to obey the order may be punishable by the court as contempt. The Director and/or the Board may administer oaths. The OEO shall endeavor to achieve final administrative disposition of the complaint within one (1) year of its filing, unless it is impracticable to do so. If final administrative disposition is impractical to achieve within one (1) year of the filing of the complaint, the parties shall be provided notice which shall state the reasons why it is impractical to achieve final disposition within one (1) year.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-48. - Withdrawal of complaint.

A complaint filed pursuant to this article may be withdrawn at any time by the complaining party upon notifying the OEO; however, the Director may continue action against the respondent if the facts establish reasonable cause to support a finding of discrimination and the Board approves such further action.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-49. - Preservation of records.

Following service of the complaint in the manner provided herein, the respondent shall preserve all personnel records, property records, or any other written or documentary material relating to the complaint until the complaint has been resolved.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-50. - Dismissal of complaint.

Any complaint filed pursuant to this article shall be dismissed by the Director or the Board upon the following grounds:

- (1) The complainant has failed or refused to cooperate or the complainant cannot be located after reasonable efforts to do so have been made and after at least ten (10) days' notice to the complainant by certified mail to the complainant's last known address and the complainant has failed to duly respond;
- (2) The complaint has not been timely filed with the OEO;

- (3) The Director determines that no reasonable cause exists to believe that a discriminatory practice has occurred or is about to occur.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-51. - Investigation procedure.

After the complaint has been filed, the OEO shall conduct an investigation. The OEO may utilize the services and information gathered from other public agencies charged with the administration of equal opportunity laws. The following procedures shall be followed:

- (1) *Complaint verification.* As part of the investigation process, the complaining party may be required to provide an additional sworn written statement, which shall include:
 - a. A statement of each particular harm or potential harm which the aggrieved person has suffered or will suffer and the date on which each harm occurred or will occur;
 - b. For each harm, a statement specifying the act, policy or practice which is alleged to be unlawful;
 - c. For each act, policy or practice alleged to have harmed the aggrieved person, a statement of the facts which lead the complainant to believe that the act, policy or practice is discriminatory.
- (2) *Requests for information.* In investigating the complaint, the OEO may obtain information by:
 - a. Oral interview; and/or
 - b. Requests for written statement or affidavit; and/or
 - c. Any discovery methods set forth in the Florida Rules of Civil Procedure.
- (3) *Complainant's duty to cooperate.* The complainant shall appear or be available for interviews and provide necessary information requested by the OEO pursuant to this section. Failure to do so may result in dismissal of the complaint.
- (4) *Access to files during investigation.* Information obtained during the investigation of the complaint shall be disclosed only to the complainant, the respondent, or their authorized representative, or to witnesses, only when disclosure is deemed necessary by the Director for the investigation or for securing appropriate disposition of the complaint. The Director may direct that a particular record, document or portion thereof be withheld from inspection by a party only when necessary for the protection of a witness or third party, or for the preservation of a trade secret and in accordance with the provisions of the Florida Public Records Law (F.S. § 119.01 et seq.).

(Ord. No. 2014-019, 7-22-14)

Sec. 15-52. - Determination of reasonable cause; notice.

- (a) Upon completion of an investigation, if the issue(s) alleged in the complaint has not been settled or withdrawn, the Director shall make a determination based on the facts whether reasonable cause exists to believe that an unlawful discriminatory practice has occurred or is about to occur.
- (b) If a notice of determination of reasonable cause is issued, the notice shall include an invitation to participate in conciliation.
- (c) After service of a notice of determination, records and documents in the custody of the OEO that pertain to the determination shall be open for public inspection in accordance with the provisions of the Florida Public Records Law (F.S. § 119.01, et seq.).

(Ord. No. 2014-019, 7-22-14)

Sec. 15-53. - Finding of reasonable cause; conciliation procedure.

- (a) During the period beginning with the filing of the complaint and ending with the final disposition, the OEO shall, to the extent feasible, engage in conciliation with respect to such complaint. Where such conciliation attempts are successful, the agreement shall be between the complainant, aggrieved person(s) and the respondent subject to approval by the Director. The terms of the agreement shall be reduced to writing and signed by the complainant, aggrieved person(s), the respondent and the Director. The original of the signed agreement shall be filed with the OEO, and copies shall be sent to the respondent, complainant, aggrieved person(s) and the Board.
- (b) When an agreement has not been signed, and the complaint has not been withdrawn or dismissed, the Director shall send a notice of failure of conciliation to the complainant and the respondent not less than thirty (30) days after issuance of a notice of determination of reasonable cause.
- (c) Nothing said or done in the course of the conciliation process may be made public or used as evidence in subsequent proceedings under sections 15-54 through 15-56 without the written consent of the parties. Any employee of the OEO who makes public any such information in violation of this provision shall be prosecuted in the same manner as a misdemeanor of the second degree, punishable as provided in F.S. Ch. 775. Final executed and approved conciliation agreements will be made public.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-54. - Enforcement.

- (a) In any proceeding brought pursuant to this article, the burden of proof is on the complainant.
- (b) A complainant may commence a civil action under this article whether or not the complaint has been filed and without regard to the status of any such complaint. However, if the OEO has obtained an agreement with the consent of a complainant, no action may be filed under this article by such complainant with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of enforcing the terms of such an agreement.
- (c) Whenever an action filed in either federal or state court pursuant to this article, or any federal or state laws protecting the same rights stated herein comes to trial, the OEO and the Board shall immediately terminate all efforts to obtain voluntary compliance.
- (d) If the Board of County Commissioners concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this article, the Board of County Commissioners shall direct the County Attorney to institute a civil action for appropriate temporary or preliminary relief pending final disposition of the complaint under this article. The commencement of a civil action under this subsection shall not affect the initiation or continuation of proceedings under this article. The Board of County Commissioners need not have petitioned for administrative hearing or exhausted the administrative remedies prior to requesting the commencement of a civil action.
- (e) The court may award actual and punitive damages and may impose the following civil penalties for each violation of this article:
 - (1) Up to ten thousand dollars (\$10,000.00), if the respondent has not been adjudged to have committed any prior discriminatory housing practice;
 - (2)

Up to twenty-five thousand dollars (\$25,000.00), if the respondent has been adjudged by order of the Board or a court to have committed one (1) prior discriminatory housing practice within the preceding five-year period ending on the date of the filing of this complaint.

- (3) Up to fifty thousand dollars (\$50,000.00), if the respondent has been adjudged by order of the Board or a court to have committed two (2) or more discriminatory housing practices within the preceding seven-year period ending on the date of the filing of this complaint; except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties set forth in subparagraphs (2) and (3) may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.

- (f) In imposing a fine under subsection (e), the court shall consider the nature and circumstances of the violation, the degree of culpability, the history of prior violations of this article, the financial circumstances of the respondent, and the goal of deterring future violations of this article.
- (g) In addition to the above-stated fines, the court shall award reasonable attorney's fees and costs to the County in any action in which the County prevails under this article.
- (h) The court may also grant injunctive and/or other appropriate equitable relief.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-55. - Administrative remedies and other relief.

- (a) A complainant, a respondent, or an aggrieved person on whose behalf a fair housing complaint was filed under this article may elect to have the claims asserted in that complaint decided in a civil action as provided by Section 15-56 of this article, in lieu of a hearing provided by this section.
- (b) The election under this section must be made not later than the 20th day after the date of issuance by the electing person of the notice of failure of conciliation, or in the case of the Director, not later than the 20th day after such service. The electing person shall give notice to the Director and to all other complainants and respondents to whom the complaint relates.
- (c) The fair housing complainant may request an administrative proceeding before the Board within thirty (30) days after receiving the notice of failure of conciliation. Additionally, if the Director is unable to obtain voluntary compliance with this article or has reasonable cause to believe that a discriminatory housing practice has occurred, the Director may institute an administrative proceeding before the Board on any Director-initiated complaint.
- (d) In conducting an administrative hearing to ascertain whether or not there has been a violation of this article, the Board shall have the power to administer oaths, issue subpoenas, compel the production of books, papers and other documents, and receive evidence. The Board shall conduct the administrative hearing in accordance with the procedure provided in F.S. § 120.57, as amended.
- (e) All recommended orders prepared by the Board as a result of such hearing or hearings shall conform to the requirements for such orders as set out in F.S. § 120.57, as amended.
- (f) The Board shall submit a copy of the order on each party to the administrative proceedings. The recommended order shall be considered as the final order of the Board as provided by F.S. § 120.57, as amended.
- (g)

Any party to such administrative proceedings shall have the right to appeal the administrative order described herein by filing notice of appeal pursuant to Florida Appellate Rule 9.110(a)(2) within thirty (30) days of the issuance of such order by the Board. Any party shall have the right to bring an action in the appropriate court to ensure compliance with this order.

- (h) In case of refusal to obey a subpoena issued by the Board, the County or the person at whose request it was issued may, in addition to any other remedies made available, petition for its enforcement in the appropriate court.
- (i) Should any party fail or refuse to comply with the final order issued or breach a conciliation agreement as provided herein, then following the expiration of the appeal time provided herein, the Board shall forward such order or conciliation agreement to the Board of County Commissioners with a request that the Board of County Commissioners authorize the County Attorney to bring such action or actions as necessary to obtain compliance with this article.
- (j) When any act is required or allowed to be done at or within a specified time by this section, for cause shown, the Board, at any time in its discretion, and upon the written request of a party, may order the period enlarged unless otherwise prohibited by law.
- (k) All written motions upon which a ruling is requested shall be filed at least ten (10) days prior to the hearing date established by the Board. Such motions shall be considered and ruled upon by the Board prior to the start of the hearing.
- (l) All motions and orders thereon shall be made a part of the record of such administrative proceedings.
- (m) No appeal may be made from rulings on such motions until a final order has been issued.
- (n) If there are separately filed cases before the Board which involve similar issues of law and fact and identity of parties, then such cases may be consolidated by the Director for hearing before the Board.
- (o) Discovery shall be permitted and shall proceed in the manner provided by the Florida Rules of Civil Procedure.
- (p) The Board may order a prehearing conference prior to any administrative hearing. Prior to such conference the Board may direct that the parties submit a preconference statement addressing the issues of law and fact that will be involved in such hearing, identifying the witnesses that will testify, providing a list of all documents or other exhibits that will be submitted, and providing such other information as requested by the Board.
- (q) The Director shall set the time and place of any administrative hearing. The Director shall send notice by certified mail of such hearing to the parties no later than fourteen (14) calendar days prior to the final hearing. Such notice requirement may be waived with the written consent of all parties. The notice shall also contain:
 - (1) A statement of the nature of the hearing;
 - (2) A statement of the legal authority and jurisdiction under which the hearing is to be held;
 - (3) A reference to the statutes, ordinances and rules involved.
- (r) Requests for subpoenas in any administrative proceeding shall be filed with the OEO and forwarded to the Board. Such request shall set forth the name and address of the person whose attendance is requested and shall describe with particularity any material to be produced. Such subpoenas shall be issued by the Board or the Director. The requesting party shall be responsible for service of any subpoena.

- (s) Any subpoena shall be subject to a motion to quash or a motion for protective order before the appropriate court.
 - (t) The official transcript of a hearing shall be preserved by electronic recording or by a court reporter.
 - (u) Should a party elect to provide a court reporter for a hearing, that party shall be responsible for entire payment of the reporter's fee.
 - (v) If the Board finds that a discriminatory housing practice has occurred or is about to occur, it shall issue an order prohibiting the practice and awarding affirmative relief from the effects of the practice, including actual damages and reasonable attorney's fees and costs, and other injunctive or equitable relief. To vindicate the public interest, the Board, may assess civil penalties against the respondent, consistent with the provisions of section 15-54 of this article. Funds recovered under this section shall be paid to the Board of County Commissioners' general fund.
 - (w) If a timely election is made under this section, the County Attorney shall, not later than the 30th day after the election is made, file and maintain such action on behalf of the aggrieved person in a court of competent jurisdiction seeking relief as provided by state and/or federal law. However, if a timely civil action election is not made under subsection (b), the fair housing complainant may request an administrative proceeding.
 - (x) An aggrieved person may intervene in the civil action filed under this section.
- (Ord. No. 2014-019, 7-22-14)

Sec. 15-56. - Enforcement by private persons.

- (a) A civil action shall be commenced no later than two (2) years after the occurrence or the termination of an alleged discriminatory practice or the breach of a conciliation agreement entered into under this article, whichever occurs last, to obtain appropriate relief with respect to such discriminatory practice or breach. However, the court shall continue a civil case brought pursuant to this article from time to time before bringing it to trial if the court believes that the conciliation efforts of the OEO are likely to result in satisfactory settlement of the discriminatory practice complained of in the complaint made to the OEO and which practice forms the basis for the action in court.
- (b) The computation of such two-year period shall not include any time during which an administrative proceeding was pending with respect to the complaint under this article based upon such discriminatory housing practice. This paragraph does not apply to actions arising from a breach of a conciliation agreement.
- (c) Any sale, encumbrance or rental consummated prior to the issuance of any court order issued under the authority of this article and involving a bona fide purchaser, encumbrance, or tenant without actual notice of the existence of the filing of a complaint or civil action under the provisions of this article shall not be affected.
- (d) If the court finds that a discriminatory practice has occurred, it shall issue an order prohibiting the practice and providing affirmative relief from the effects of the practice, including injunctive and other equitable relief, actual and punitive damages, and reasonable attorney's fees and costs.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-57. - Unlawful discriminatory practice in public accommodations.

It shall be an unlawful discriminatory practice for any person, being the owner, lessee, proprietor, manager, superintendent, agent or employee of any place of public accommodation, resort or amusement, because of the race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression of any person directly or indirectly to refuse, withhold from or deny to such person any of the accommodations, advantages, facilities or privileges thereof that are afforded the other customers, directly or indirectly; to publish, circulate, issue, display, post or mail any written or printed communication, notice or advertisement, to the effect that any of the accommodations, advantages, facilities and privileges of any such place shall be refused, withheld from or denied to any person on account of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression, or that the patronage of any person belonging to any particular race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression is unwelcome, objectionable or not acceptable, desired or solicited.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-58. - Discriminatory housing practices.

Except as provided in section 15-62 hereof, it shall be an unlawful discriminatory housing practice:

- (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression.
- (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection therewith, because of race, sex, color, religion, national origin, familial status, sexual orientation, age, marital status, or gender identity or expression.
- (3) To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement, with respect to the sale or rental of dwelling that indicates any preference, limitation or discrimination based on race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression, or an intention to make any such preference, limitation or discrimination.
- (4) To represent to any person because of race, color, religion, sex, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- (5) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression.
- (6) To discriminate in the sale or rental, or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:
 - a. That buyer or renter;
 - b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or
 - c. Any person associated with that buyer or renter.

- (7) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a. That person; or
 - b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or
 - c. Any person associated with that person.
- (8) To refuse to permit, at the expense of a person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. The landlord may not increase for persons with disabilities any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate, as part of a restoration agreement, a provision requiring that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.
- (9) To refuse to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.
- (10) To fail to design and construct multifamily dwellings for first occupancy after March 13, 1991, in such a manner that:
 - a. The public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability;
 - b. All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with disabilities who utilize wheelchairs;
 - c. All premises within such dwellings contain the following features of adaptive design: an accessible route into and through the dwelling; light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; reinforcements in bathroom walls to allow later installation of grab bars; and usable kitchen and bathrooms such that an individual who utilizes a wheelchair can maneuver about the space; and
 - d. Compliance with the appropriate requirements of the American National Standards Institute for buildings and facilities providing accessibility and usability for persons with physical disabilities (commonly cited as "ANSI A 117.1") suffices to satisfy the requirements of this article.
- (11) To retaliate or discriminate in any manner against a person who has opposed a practice declared discriminatory by this article, or who has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding, hearing or conference under this article.
- (12)

To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by this article; or to obstruct or prevent any person from complying with the provision of this article; or any order issued there under.

- (13) To resist, prevent, impede or interfere with the Board or any of its members or representatives in the lawful performance of its or their duty under this article.
- (14) To initiate maliciously, frivolously or in bad faith any complaint under the provisions of this article for the purposes of harassment.
- (15) To intimidate, threaten, coerce or interfere with the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this article.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-59. - Discrimination in the financing of housing.

It shall be an unlawful discriminatory housing practice of any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance to any person applying therefore for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him/her in the fixing of the amount, interest rate, duration, or other terms or conditions as such loan or other financial assistance, because of the race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression of such person or any person associated with him/her in connection with such loan or other financial assistance, or the purposes of such loan or other financial assistance of the present or prospective owners, lessees, tenants or occupants, of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given; provided that nothing contained in this section shall impair the scope of effectiveness of the exceptions set forth in section 15-62.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-60. - Discrimination in the provision of brokerage services.

It shall be an unlawful discriminatory housing practice to deny any person who is otherwise professionally qualified by state law and subject to the rules and regulations of the Florida Real Estate Commission, provided the local board of realtors does not discriminate in its membership policies on the basis of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression, access to or membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in the terms or conditions of such access, membership or participation, on account of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-61. - Discrimination in residential real estate related transactions.

It shall be an unlawful discriminatory housing practice for any person or other entity whose business includes engaging in residential real estate related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-62. - Limitations and exceptions—Housing practices.

- (a) The prohibitions set forth in sections 15-57 through 15-80 shall not apply to a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than commercial purposes to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, sex, color, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression.
- (b) The prohibitions set forth in sections 15-58 through 15-60 shall not apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other if the owner actually maintains and occupies one (1) of such living quarters, provided such rooms or units are sold or rented without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker or real estate salesperson or person in the business of selling or renting dwellings and/or without the publication, posting or mailing of any advertisement or written document in contravention of section 15-58; but this shall not prohibit the use of any attorney, escrow agents, abstractors, title companies and such other professional assistance as is necessary to perfect or transfer title to a dwelling.
- (c) The prohibitions set forth in sections 15-58 through 15-60 shall not apply to any single-family dwelling unit sold or rented by an owner who does not own more than three (3) such single-family dwelling units at any one (1) time if such unit is sold or rented without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker or real estate salesperson or person in the business of selling or renting dwellings and/or without the publication, posting or mailing of any advertisement or written document in contravention of section 15-58; but this shall not prohibit the use of any attorney, escrow agents, abstractors, title companies and such other professional assistance as is necessary to perfect or transfer title to a dwelling.
- (d) For the purposes of subsections (a) and (b) of this section, a person shall be deemed to be in the business of selling or renting dwellings and said exceptions shall not apply if:
 - (1) That person has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein; or
 - (2) That person has, within the preceding twelve (12) months, participated as agent, other than in the sale of his/her own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or
 - (3) That person is the owner of any dwelling designed for or intended for occupancy by, or occupied by, five (5) or more families.

- (e) The prohibitions set forth in sections 15-57 through 15-60 shall not apply to a person or owner who wishes to rent a portion of a single dwelling unit to a person or persons of the same sex when such persons live in the single dwelling unit.
- (f) Housing for older persons shall be exempted from the provisions regarding familial status. Housing for older persons may also maintain only those age restrictions necessary in order to be designated as housing for older persons.
- (g) Nothing in this article:
 - (1) Prohibits a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.
 - (2) Limits the applicability of any reasonable local government restrictions regarding the maximum number of occupants permitted to occupy a dwelling.
 - (3) Requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
 - (4) Prohibits conduct against a person because such person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined by F.S. Ch. 893.
- (h) An individual who engages in conduct with a reasonable good faith reliance on the existence of the exemption of this article relating to housing for older persons is not personally liable for money damages for a violation of this article. For the purposes of this paragraph (h), a person engaged in the business or residential real estate transactions is presumed to have such a good faith reliance if that person has no actual knowledge that the housing facility is not or will not be eligible for the housing for older persons exemption and the housing facility gives such a person a written certification stating the compliance of the facility with the requirements for the housing for older persons.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-63. - Limitations and exceptions—Public accommodations.

The prohibitions set forth in section 15-57 shall not be applied to:

- (1) Limit of the use of a restroom to persons of one (1) sex;
- (2) A religious organization, association or society or any nonprofit institution or organization operating, supervised or controlled by or in conjunction with a religious organization, association or society from limiting facilities and accommodations, which it owns or operates, for other than a commercial purpose, to persons of the same religion or from giving preference to such persons.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-64. - Limitations and exceptions—Physical disability.

Nothing in this article requires any person renting or selling a dwelling constructed for first occupancy before March 13, 1991, to modify, alter or adjust the dwelling in order to provide physical accessibility except as otherwise required by law and as provided in this article.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-65. - Applicability.

It is hereby provided that this Ordinance shall constitute a uniform law applicable in all the unincorporated and incorporated areas of Palm Beach County, Florida, to the extent permitted under the Florida Constitution, Article VIII, Section I.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-66. - Repeal of laws in conflict.

All local laws and ordinances applying to the unincorporated area of Palm Beach County in conflict with any provision of this article are hereby repealed to the extent of any conflict.

(Ord. No. 2014-019, 7-22-14)

Sec. 15-67. - Savings clause.

All complaints, investigations, orders, hearing processes, and all other functions of the OEO and Board, initiated or completed pursuant to Ordinance 90-1, as amended by 07-042, shall remain in full force and effect.

(Ord. No. 2014-019, 7-22-14)

ARTICLE VI. - EQUAL EMPLOYMENT^[22]

Footnotes:

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Editor's note—Ord. No. 95-31, adopted August 15, 1995, did not specifically amend the Code; hence inclusion herein as Art. VI, §§ 2-261—2-263, 2-271—2-273, 2-281—2-288, and 2-301—2-313, was at the discretion of the editor.

DIVISION 1. - GENERALLY

Sec. 2-261. - Short title.

This article shall be known and may be cited as the "Palm Beach County Equal Employment Ordinance."

(Ord. No. 95-31, 8-15-95)

Sec. 2-262. - Purpose.

It shall be the policy of the Board of County Commissioners, in the exercise of its police power for the public safety, public health, and general welfare to assure, within constitutional limitations, that all persons regardless of race, color, sex, national origin, religion, age, disability, familial status, marital status, sexual orientation or gender identity or expression as defined by Title VII of the Civil Rights Act of 1991, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, as amended, the Rehabilitation Act, the Americans with Disabilities Act of 1990, the Florida Civil Rights Act or otherwise provided herein, be afforded equal opportunity to all terms and conditions of employment. The county shall take all necessary and reasonable action to prevent discrimination in employment.

(Ord. No. 95-31, 8-15-95; Ord. No. 02-066, § 1, 9-10-02; Ord. No. 05-046, § 1, 9-27-05; Ord. No. 07-041, § 1, 12-18-07)

Sec. 2-263. - Definitions.

In this article unless the context otherwise requires:

Age provisions contained herein apply to any person at least forty (40) years of age.

Aggrieved person includes any person that: (1) claims to have been injured by a discriminatory practice; or (2) believes that he or she will be injured by a discriminatory practice that is about to occur.

Auxiliary aids and services includes, but is not limited to: (1) qualified interpreters or other effective methods of making aurally delivered materials available to individuals with hearing impairments; (2) qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with visual impairments; (3) acquisition or modification of equipment or devices; and (4) other similar services and actions.

Because of sex or on the basis of sex includes, but is not limited to, because of or on the basis of pregnancy, childbirth or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work. "Because of sex" or "on the basis of sex" also includes, but is not limited to sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such

conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Board unless a different meaning clearly appears from the context, means the Palm Beach County Equal Employment Board, created by this article.

Chairperson or *chair* means the chairperson of the Equal Employment Board, or the chairperson of a panel or committee, as the context may indicate.

Complainant shall mean the person filing a complaint pursuant to this article.

Complaint means a written statement which alleges the occurrence of a discriminatory practice, and includes an amended complaint.

Conciliation means the attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the complainant, the respondent and the Office of Equal Opportunity.

Conciliation agreement means an agreement entered into between the complainant and respondent resolving the alleged discriminatory practice and which may require respondent to refrain from committing a discriminatory practice or to take affirmative action. The agreement may include consent to the entry of a court decree embodying its terms and shall be subject to approval by the Equal Employment Board.

Director means the director of the Palm Beach County Office of Equal Opportunity.

Disability with respect to an individual, means: (1) a physical or mental impairment which substantially limits one (1) or more major life activities; (2) a record of such an impairment; or (3) being regarded as having such an impairment. Disability does not include current or illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances 30 Act (21 USC 802)).

Discrimination classification means a classification on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Discrimination practice means a practice designated as discriminatory under the terms of this article.

Document includes, but is not limited to, writings, drawings, graphs, charts, photographs, phonorecords and other data or compilations from which information can be obtained.

Employee means any individual employed by, or seeking employment from an employer.

Employer means a person engaged in an industry affecting commerce who has fifteen (15) or more employees for each working day in each of four (4) or more calendar weeks in the current or preceding calendar year, and any agent of such person; including, but not limited to, all state and local governments, governmental agencies, and political subdivisions unless opted out. The term does not include the United States, an Indian Tribe, a bona fide private membership club which is exempt from taxation under Section 14 501(c) of Title 26.

Employment agency means any person regularly undertaking, with or without compensation, to procure employees for an employer or to procure for employees opportunities to work for an employer, and includes an agent of such person.

Familial status means an individual who has legal custody of one or more child who has not attained the age of eighteen (18). The protection afforded against discrimination on the basis of familial status shall apply to any individual who is expecting the birth of a child or is in the process of securing legal custody of a child under the age of eighteen (18).

Gender identity or expression means a gender-related identity, appearance, expression or behavior of an individual, regardless of the individual's assigned sex at birth.

Has a record of having such impairment means had a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one (1) or more major life activities.

Is regarded as having an impairment means: (1) Has a physical or mental impairment that does not substantially limit one (1) or more major life activities, but that is treated by another person as constituting such a limitation; (2) Has a physical or mental impairment that substantially limits one (1) or more major life activities only as a result of the attitudes of others toward such impairment; or (3) Has none of the impairments defined as physical/mental impairment, but is treated by another person as having such an impairment.

Labor organization means any organization engaged in an industry affecting commerce, and any agent of such an organization of any kind, any agency, or employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, whole or in part, of collective bargaining or of dealing with employers, or other mutual aid or protection in connection with employment. Labor organization includes: (1) An organization of any kind representing employees in dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms and conditions of employment; (2) A conference, general committee, system board, or council which is subordinate to a national or international labor organization. A labor organization shall be deemed to be engaged in an industry affecting commerce if it maintains or operates a hiring hall or hiring office which procures employees for an employer or procures for employees opportunities to work for an employer, or the number of its members is fifteen (15), and such labor organization is the certified representative of employees under the provisions of the National Labor Relations Act, as amended, or the Railway Labor Act, as amended.

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working;

Marital status means the status of being married, single, divorced or widowed.

National origin includes the national origin of an ancestor.

Office of equal opportunity or *OEO* means Palm Beach County office of equal opportunity.

Party means any person designated as a party to a proceeding before the equal employment board, pursuant to this article.

Person includes one (1) or more individuals, associations, corporations, trustees, joint apprenticeship committees, joint stock companies, partnerships, labor unions, legal representatives, mutual companies, receivers, trusts, trustees in bankruptcy, unincorporated organizations, fiduciaries or any other legal or commercial entity, the state, or any governmental entity or agency in Palm Beach County.

Physical or mental impairment means any: (1) Physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: Neurological, musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin and endocrine; or (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term includes, but is not limited to such diseases and conditions as orthopedic, visual, cerebral palsy, multiple sclerosis, cancer, heart diseases, human immunodeficiency virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by the current, illegal use of a controlled substance) and alcoholism.

Qualified individual with a disability, means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. For the purposes of this article, consideration shall be given to the employer's judgment as to what functions of a job are essential, and if an employer has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job.

Reasonable accommodation may include: (1) Making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and (2) Job restructuring, part-time or modified, work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

Religion means all aspects of religious observance and practice, as well as beliefs, unless an employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

Respondent shall mean the person or other entity accused in a complaint of a discriminatory practice and any other person or entity identified in the course of the investigation not named as a respondent in the initial complaint who may be joined as an additional or substitute respondent upon written notice.

Sexual orientation means male or female homosexuality, heterosexuality and bisexuality, by

preference or practice.

Substantially limited means likely to experience difficulty in securing, retaining or advancing in employment because of a disability.

Training programs means any plan containing terms and conditions for qualification, recruitment, selection, employment, or training of employees to: (1) Enter a specific trade or occupation after completion of a specified training program; or (2) Offer a person already either partially or wholly trained in a specific trade or occupation an opportunity to advance after completion of a specified training program. A training program may be "joint" i.e., managed and supervised by representatives of labor and management or unilateral.

Undue hardship means an action requiring significant difficulty or expense, when considered in light of the following factors: (1) The nature and cost of the accommodation needed; (2) The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility; (3) The overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees; the number, type, and location of its facilities; and (4) The type of operations of the covered entity, including the composition, structure, and functions of the workforce of such entity; the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

Unlawful discriminatory practice includes only those practices specified in Division 4, section 2-312 herein.

(Ord. No. 95-31, 8-15-95; Ord. No. 02-066, §§ 1, 2, 9-10-02; Ord. No. 07-041, §§ 2, 7, 12-18-07)

Sec. 2-264—2-270. - Reserved.

DIVISION 2. - OFFICE OF EQUAL OPPORTUNITY

Sec. 2-271. - In general.

The county administrator exercising his/her power of appointment shall employ a director and such other personnel in the office of equal opportunity (OEO) as may be provided for in the budget approved by the board of county commissioners and for which an appropriation has been made. The director and staffing complement shall be referred to as the office of equal opportunity. It shall be the responsibility of the director and/or the director's designee to investigate complaints of discrimination prohibited by this article, and the laws of the United States of America and the State of Florida, and attempt to conciliate and mediate complaints of discrimination, to perform such other duties which will promote and provide for equal opportunity and for enforcement of this article and the laws of the United States of America and the State of Florida; and to perform such other duties of an administrative nature as may be assigned by the county administrator.

(Ord. No. 95-31, 8-15-95)

Sec. 2-272. - Duties and powers of the office of equal opportunity.

The duties, functions, powers and responsibilities of the office shall include the following:

- (1) The enforcement of the provisions of this article and rules and regulations promulgated

hereunder.

- (2) Publish and disseminate public information and materials relating to equal employment opportunities issues.
- (3) Perform, such other administrative duties as may be assigned by the county administrator.
- (4) To become a referral agency for the state and federal government and comply with the necessary state and federal regulations.
- (5) To report to the board of county commissioners on a quarterly basis the number and types of cases processed or in process.

(Ord. No. 95-31, 8-15-95)

Sec. 2-273. - Duties and powers of the director.

The powers and duties of the director and/or the director's designee shall be:

- (1) To investigate and make findings regarding:
 - a. Tension or prejudice in relation to all equal employment involving race, sex, color, religion, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
 - b. Discrimination against any person by any person with regard to employment on the basis of race, sex, color, religion, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
- (2) To attempt to conciliate and mediate complaints of discrimination brought pursuant to this article.
- (3) To prepare consent agreements embodying any agreement reached by the parties relating to the complaint and to present such agreement to the equal employment board, for the board's acceptance or rejection.
- (4) To administer oaths, subpoena witnesses, and compel production of evidence pertaining to any investigation authorized by this article.
- (5) To administratively dismiss complaints pursuant to the provisions of this article.
- (6) To exercise all powers reasonable and necessary to fulfill the purpose of this article.

(Ord. No. 95-31, 8-15-95; Ord. No. 02-066, § 1, 9-10-02; Ord. No. 07-041, § 3, 12-18-07)

Secs. 2-274—2-280. - Reserved.

DIVISION 3. - EQUAL EMPLOYMENT BOARD

Sec. 2-281. - Established; composition.

The equal employment board is hereby created and established. This board is to be composed of nine (9) citizens of Palm Beach County appointed by the board of county commissioners to serve staggered terms of two (2) years. The board shall reflect, to the greatest extent possible, representation from groups identified in this article and from various types of employment. Members of the equal employment board shall be the same as members of the fair housing board created pursuant to Palm Beach County Ordinance 90-1, as may be amended.

(Ord. No. 95-31, 8-15-95)

Sec. 2-282. - Qualifications of members.

Members of the board shall be residents of Palm Beach County, Florida. Seven (7) of the appointments shall be made as district appointments and two (2) of the appointments shall be made at large by the board of county commissioners on the basis of community representation, integrity, experience and interest in the area of equal opportunities. Each district appointee may be removed without cause by the appointing commissioner at any time, and at large appointees may be removed at any time by a vote of the board of county commissioners. Members may not be members of more than two (2) other advisory boards appointed by the board of county commissioners; however, membership on the equal employment board and the fair housing board shall only be considered to be membership on one (1) advisory board. Members shall be governed by the applicable provisions of the County Code of Ethics, Resolution No. R-94-693, as may be amended. Abstention from voting due to a conflict of interest on more than three (3) separate matters during a calendar year shall result in automatic removal.

(Ord. No. 95-31, 8-15-95)

Sec. 2-283. - Terms of office.

In order that the terms of office of all members of the board shall not expire at the same time, the initial appointments to the board shall be made as follows:

- (1) All current members of the fair housing board as established by Palm Beach County Ordinance No. 90-1 shall be made members of the equal employment board provided that each member agrees to the appointment. All members shall serve the remainder of their respective terms on the fair housing board.
- (2) Any members of the fair housing board who elect not to be members of the equal opportunity board shall be replaced by appointments made at large by the board of county commissioners in the same manner as other vacancies are filled and are to serve for the unexpired portion of the term.
- (3) The two (2) additional members needed to complete the equal opportunity board shall be appointed at-large by the board of county commissioners for a term of one (1) year.

Thereafter, all appointments shall be for a term of two (2) years as provided above. Appointments to fill vacancies on the board shall be for the remainder of the unexpired term.

(Ord. No. 95-31, 8-15-95)

Sec. 2-284. - Attendance.

Members shall be automatically removed for lack of attendance. Lack of attendance is defined as failure to attend three (3) consecutive meetings or failure to attend more than one-half (½) of the meetings scheduled during a calendar year. Participation for less than three-fourths (¾) of a meeting shall constitute lack of attendance. Excused absences due to illness, absence from the county, or personal hardship, if approved by vote of the equal employment board, shall not constitute lack of attendance. Excused absences shall be entered into the minutes at the next regularly scheduled meeting of the equal employment board. Members removed under this section shall not continue to serve until a new appointment is made and removal shall create a vacancy.

(Ord. No. 95-31, 8-15-95)

Sec. 2-285. - Organization of the board.

- (a) The members of the board shall elect a chairperson and vice-chairperson by a majority vote of the board and such officers shall serve for a term of one (1) year. The chairperson shall have the following duties:
- (1) Schedule all board meetings and set agenda for the same;
 - (2) Preside at board meetings;
 - (3) Sign subpoenas;
 - (4) Appoint and define the role of such committees as are necessary or expedient to advise the board, the director of the office of equal opportunity and the board of county commissioners; and
 - (5) Perform such other functions as the board may assign by rule of order.

The vice-chairperson shall perform the duties of the chairperson in the chairperson's absence and such other duties as the chairperson may assign.

- (b) If a vacancy occurs in the office of chairperson, the vice-chairperson shall become the chairperson for the unexpired term of the chairperson. If a vacancy occurs in the office of vice-chairperson the board will elect another member to fill the unexpired term of the vice-chairperson.
- (c) Three (3) members of the board shall constitute a hearing panel for the purposes of hearing discrimination complaints. A majority of the members appointed shall constitute a quorum to hold a meeting for any other purpose. The majority vote of those present at a duly constituted meeting shall be sufficient for all actions.
- (d) Members shall serve without compensation. Travel reimbursement is limited to expenses incurred only for travel outside Palm Beach County necessary to fulfill board member responsibilities when sufficient funds are budgeted and available, and upon prior approval of the board of county commissioners.

(Ord. No. 95-31, 8-15-95)

Sec. 2-286. - Meetings of the board.

Meetings of the board shall be held on a regular basis to hear and dispose of pending matters. Notice of the time and place of meetings shall be given to all board members, all parties scheduled to be heard, and shall be made public. The meetings shall be governed by Roberts Rules of Order. The chairperson may call an unscheduled meeting of the board, upon not less than twenty-four (24) hours notice, and meetings may also be called by the director upon the written request of three (3) members of the board. All meetings shall be public, except where prohibited by law. The county administrator shall provide a regular meeting place for the board, and shall provide such staff as may reasonably be required to assist the board in the performance of its duties.

(Ord. No. 95-31, 8-15-95)

Sec. 2-287. - Objectives.

The objective of the board shall be:

- (1) To promote and encourage fair treatment and equal opportunity in employment for all persons regardless of race, sex, color, religion, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression to promote and encourage mutual understanding and respect among such persons and to endeavor to eliminate employment discrimination against and antagonism between such persons.

- (2) To cooperate with governmental and non-governmental agencies and organizations having like or kindred functions.
- (3) To make such investigation and studies in the field of employment as in its judgment will aid in effecting its general purposes.
- (4) To assist various groups and agencies of the community to cooperate in educational programs and campaigns, devoted to the elimination of discrimination in employment.
- (5) To aid in permitting Palm Beach County to benefit from the fullest realization of its equal employment resources.
- (6) To recommend to the board of county commissioners the acceptance of certain grants and contracts from foundations and other sources for the purpose of carrying out the purposes of this article.
- (7) To recommend to the board of county commissioners methods for elimination of discrimination and intergroup tensions.
- (8) The objectives set forth above are not to be construed as duties and the board of county commissioners shall have the discretion to determine when each objective is implemented.

(Ord. No. 95-31, 8-15-95; Ord. No. 02-066, § 1, 9-10-02; Ord. No. 07-041, § 4, 12-18-07)

Sec. 2-288. - Powers and duties.

The powers and duties of the board shall be:

- (1) To refer or accept referral of complaints when appropriate and to cause, through the office of equal opportunity, investigations of:
 - a. Tension or prejudice in relation to all employment matters involving race, sex, color, religion, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
 - b. Discrimination against any person by any with regard to employment matters on the basis of race, sex, color, religion, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
- (2) To propose reasonable rules and regulations as are necessary to effectuate the policies of this article and govern the proceedings of the board. Such rules and regulations shall become effective upon approval by the board of county commissioners.
- (3) To receive, initiate, seek to conciliate, hold hearings upon and adjudicate complaints alleging violation of this article; to recommend methods and alternatives for eliminating injustices occasioned thereby; to carry out and enforce the purpose of this article.
- (4) To administer oaths, subpoena witnesses, and compel production of evidence pertaining to any hearing convened pursuant to the powers and duties authorized by this article.
- (5) To subpoena witnesses and compel production of evidence requested by the office of equal opportunity relating to an investigation being conducted pursuant to this article.
- (6) Meet and exercise its power in any place within Palm Beach County.
- (7) To issue remedial orders prohibiting violations of this article and providing affirmative relief from the effects of the violations as specified in Division 4, section 2-312.
- (8) Prepare, adopt and present an annual report to the board of county commissioners.

(Ord. No. 95-31, 8-15-95; Ord. No. 02-066, § 1, 9-10-02; Ord. No. 07-041, § 5, 12-18-07)

Secs. 2-289—2-300. - Reserved.

DIVISION 4. - COMPLAINTS

Sec. 2-301. - Filing of complaints alleging discrimination in employment.

- (a) A complaint that any person has engaged in or is engaging in an unlawful employment practice within the meaning of this article may be made by or on behalf of any person claiming to be aggrieved within one hundred eighty (180) days of the alleged discriminatory act.
- (1) Any person who claims to have been injured by an unlawful discriminatory practice must file a sworn written complaint with the office of equal opportunity which shall state the name and address of the complainant and the person or persons against whom the complaint is made.
- (2) A complaint on behalf of a person claiming to be aggrieved may be made by any person, agency or organization.
- (3) A complaint shall be in writing, signed by the complainant and verified by the director of the office of equal opportunity or the director's designee. Each complaint should contain the following information:
- a. The full name and address and telephone number of the person making the complaint except in cases where the complaint is being made on behalf of another person;
- b. The full name and address of the person against whom the complaint is made; and
- c. A general description of the action or practices complained of.
- (b) A complaint may be filed by the director of the office of equal opportunity, with the approval of the board.
- (c) Intake of complaints may be done in person, by telephone or by mail at the office of equal opportunity, any satellite office of the office of equal opportunity or with any representative of the office of equal opportunity.
- (4) Complaints may be amended to cure technical defects, omissions, or to clarify and amplify allegations. Amendments alleging additional acts which constitute unlawful practices related to or growing out of the subject matter of the original complaint will relate back to the date the complaint was first received.

(Ord. No. 95-31, 8-15-95)

Sec. 2-302. - Notice of complaints.

Upon the filing of a complaint, the director shall serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this article. The director or the director's designee shall, not later than ten (10) days after such filing or the identification of an additional respondent, serve on the respondent a notice, by registered or certified mail, identifying the alleged discriminatory employment practice and advising such respondent of the procedural rights and obligations of respondents under this article, together with a copy of the original complaint. The respondent may file a sworn written answer to the complaint within ten (10) days of the receipt of the complaint. Failure to file an answer by the respondent shall not result in any presumption of admission to the allegations in the complaint. Any subsequent amendment to the complaint or answer thereto shall be served by U.S. Mail.

(Ord. No. 95-31, 8-15-95)

Sec. 2-303. - Processing complaints.

Within one hundred (100) days of the filing of a complaint as set forth in section 2-301, the staff of the office of equal opportunity shall make such investigation as the director or the board deems appropriate to ascertain facts and issues. If the office of equal opportunity is unable to complete the investigation within one hundred (100) days after the filing of the complaint, they shall notify the complainant and the respondent in writing of the reasons for not doing so. In conducting an investigation to ascertain whether or not there has been a violation of this article, the director and/or the director's designee shall have access at all reasonable times to premises, record the testimony or statements of such persons as are reasonably necessary for the furtherance of the investigation providing that the office of equal opportunity complies with the provisions of the federal and state constitutions relating to unreasonable searches and seizures. The director, chairperson, vice-chairperson or any other member of the equal employment board may issue subpoenas to compel access to, or the production of, such materials, or the appearance of such persons, and may issue interrogatories to a respondent to the same extent and subject to the same limitations as would apply if the subpoenas or interrogatories were issued or served in aid of a civil action in court. In the case of a refusal to obey a subpoena issued to any person, or refusal to comply with any method of discovery authorized in the Florida Rules of Civil Procedure the board and/or the director shall request the county attorney to make application to the appropriate court to order the witness to comply with the request for discovery, or to appear before the board and to produce evidence, if so requested, or to give testimony concerning the matter in question. The director and/or the board may administer oaths. If the complaint is not settled within one hundred (100) days of the filing of the complaint, and if the director shall determine that there are reasonable grounds to believe an unlawful discriminatory practice has occurred and is appropriate for conciliation, then the director and/or the director's designee shall attempt to conciliate the matter pursuant to section 2-309 of this article.

(Ord. No. 95-31, 8-15-95)

Sec. 2-304. - Withdrawal of complaint.

A complaint filed pursuant to this article may be withdrawn at any time by the complaining party upon notifying the office of equal opportunity; however, the director may continue action against the respondent if the facts establish reasonable grounds to support a finding of discrimination and the board approves such further action.

(Ord. No. 95-31, 8-15-95)

Sec. 2-305. - Preservation of records.

Following service of the complaint in the manner provided herein, the respondent shall preserve all personnel records, payroll records or any other written or documentary material relating to the complaint until the complaint has been resolved.

(Ord. No. 95-31, 8-15-95)

Sec. 2-306. - Administrative dismissal of complaint.

(a) Any complaint filed pursuant to this article shall be dismissed by the director upon the following grounds:

(1)

The complainant has failed or refused to cooperate or the complainant cannot be located after reasonable efforts to do so have been made and after twenty (20) days notice to the complainant by mail to the complainant's last known address the complainant has failed to duly respond.

- (2) The complaint has not been timely filed with the board or the office of equal opportunity.
 - (3) The complainant refuses to accept full remedy when there is a settlement negotiation prior to a finding being issued.
 - (4) The complainant and respondent have entered into a separate independent settlement agreement regarding the subject matter of the complaint.
 - (5) The complainant withdraws the complaint.
- (b) In the event that any other agency of the state or of any other unit of state or federal government has jurisdiction of the subject matter of any complaint filed with the office of equal opportunity and has legal authority to investigate or act upon the complaint, the office of equal opportunity may refer such complaint to such agency. Referral of such a complaint by the office of equal opportunity shall not constitute agency action within the meaning of Florida Statute § 120.52(2). In the event of any referral under this subsection, the office of equal opportunity shall accord substantial weight to final findings and orders of any such agency.

(Ord. No. 95-31, 8-15-95; Ord. No. 05-046, § 2, 9-27-05)

Sec. 2-307. - Investigation procedures.

After a complaint has been filed, the office of equal opportunity shall conduct an investigation. The office of equal opportunity may utilize the services and information gathered from other public agencies charged with the administration of equal opportunity laws. The following procedures shall be followed:

- (1) *Requests for information.* In conducting an investigation the director and/or the director's designee shall have access at all reasonable times to premises, records, documents, individuals, and other evidence or possible sources of evidence and may examine, record the testimony or statements of such persons as are reasonably necessary for the furtherance of the investigation providing that the director and/or the director's designee complies with the provisions of the federal and state constitutions relating to unreasonable searches and seizures. The director and/or the director's designee may obtain information by:
 - a. Oral interview; and/or
 - b. Requests for written statement or affidavit; or
 - c. Any discovery methods set forth in the Florida Rules of Civil Procedure.
- (2) *Access to files during investigation.* Information obtained during the investigation of a complaint shall be disclosed only to the complainant, the respondent, or their authorized representative, or to witnesses, only when disclosure is deemed necessary by the director for the investigation or for securing appropriate disposition of the complaint. The director may direct that a particular record, document or portion thereof be withheld from inspection by a party only when necessary for the protection of a witness or third party, or for the preservation of a trade secret and only in accordance with the provisions of the Florida Public Records Law and/or the Federal Privacy Act.

(Ord. No. 95-31, 8-15-95)

Sec. 2-308. - Determination of reasonable grounds—Notice.

- (a) Upon completion of an investigation, if a complaint has not been settled or withdrawn, the director and/or the director's designee shall make a determination as to whether there is reasonable grounds to believe that an unlawful discriminatory practice has occurred. The director and/or the director's designee shall report the results of the investigation and his/her determination to the board and advise the board that a notice of determination shall be served upon the complainant and respondent. The board shall receive a copy of the notice of determination.
- (b) A notice of determination of reasonable grounds shall include an invitation to participate in conciliation.
- (c) After service of a notice of determination, the parties named in the determination may inspect the records and documents, in the custody of the office of equal opportunity, which pertain to the determination. The director may direct that a particular record, document or portion thereof be withheld from inspection by a party only when necessary for the protection of a witness or third party, or for the preservation of a trade secret and only in accordance with the provisions of the Florida Public Records Law and the Federal Privacy Act.

(Ord. No. 95-31, 8-15-95)

Sec. 2-309. - Same—Conciliation procedure.

- (a) After service of a notice of determination of reasonable grounds the office of equal opportunity shall endeavor to eliminate any unlawful discriminatory practice by informal methods of conference, conciliation and persuasion. The office of equal opportunity shall attempt to achieve a just resolution of all violations found, and to obtain agreement that the respondent will eliminate the unlawful practice and provide appropriate affirmative relief. Where such conciliation attempts are successful, the terms of the consent agreement shall be reduced to writing and signed by the complainant, the respondent and the director. The original of the signed agreement shall be filed with the director and copies shall be served upon the respondent, complainant and the board. The board shall, at its next regularly scheduled meeting, approve the agreement.
- (b) When a consent agreement has not been signed, and the complaint has not been withdrawn or dismissed, the director shall serve a notice of failure of conciliation upon the complainant, respondent and the board not less than thirty (30) days after the service of a notice of determination of reasonable grounds. Within thirty (30) days after the service of the notice of failure of conciliation, the complainant may request an administrative hearing before the board and the board shall schedule such a hearing within thirty (30) days of such a request.
- (c) Nothing said or done in the course of the conciliation process may be made public or used as evidence in subsequent proceedings under section 2-311 without the written consent of the persons concerned. Any employee of the office of equal opportunity who violates this section shall be prosecuted in the same manner as a misdemeanor of the second degree, punishable as provided in Florida Statutes Chapter 775.

(Ord. No. 95-31, 8-15-95)

Sec. 2-310. - Administrative remedies.

- (a) If the director is unable to obtain voluntary compliance with this article and has reasonable cause to believe that a discriminatory practice has occurred, the director may institute an administrative proceeding before the equal employment board on any director initiated complaint.

- (b) The complainant may request an administrative proceeding before the equal employment board within thirty (30) days after receiving notice of failure of conciliation.
- (c) In conducting an administrative hearing to ascertain whether or not there has been a violation of this article, the board shall have the power to administer oaths, issue subpoenas, compel the production of books, papers and other documents and receive evidence. The board shall conduct the administrative hearing in accordance with the procedure provided in §§ 120.57(1) and 120.58, Florida Statutes.
- (d) All recommended orders prepared by the board as a result of such hearing or hearings shall conform with the requirements for such orders as set out in section 120.59, Florida Statutes.
- (e) The board shall serve a copy of the order on each party to the administrative proceedings. The recommended order shall be considered as the final order of the board for the purposes of proceeding further under this section.
- (f) Either party to such administrative proceedings shall have the right to appeal the administrative order described herein by filing notice of appeal pursuant to Florida Appellate Rule 9.110(2) within thirty (30) days of the issuance of such order by the board. Any party shall have the right to bring an action in the appropriate court to insure compliance with this order.
- (g) In the case of a refusal to obey a subpoena issued by the board, the county or the person at whose request it was issued may, in addition to any other remedies made available, petition for its enforcement in the appropriate court.
- (h) Should any party fail or refuse to comply with the final order issued or breach a conciliation agreement as provided herein, then following the expiration of the appeal time provided herein, the board shall forward such order or conciliation agreement to the board of county commissioners with a request that the board of county commissioners authorize the county attorney to bring such action or actions as necessary to obtain compliance with this article.
- (i) When an act is required or allowed to be done at or within a specified time by this section, for cause shown, the board, in its discretion, and upon the written request of a party, may order the period enlarged unless otherwise prohibited by law.
- (j) All written motions upon which a ruling is requested shall be filed with the office of equal opportunity at least three (3) working days prior to the hearing date established by the board. Such motions shall be considered and ruled upon by the board prior to the start of the hearing.
- (k) All motions and orders thereon shall be made a part of the record of such administrative proceedings.
- (l) No appeal may be made from rulings on such motions until a final order has been issued.
- (m) If there are separately filed cases before the board which involve similar issues of law and fact and identity of parties, then such cases may be consolidated by the director for hearing before the board.
- (n) Discovery shall be permitted and shall proceed in the manner provided by the Florida Rules of Civil Procedure.
- (o) The board may order a pre-hearing conference prior to any administrative hearing. Prior to such conference the board may direct that the parties submit a pre-conference statement addressing the issues of law and fact that will be involved in such hearing, identifying the witnesses that will testify, providing such other information as requested by the board.
- (p)

The director shall set the time and place of any administrative hearing. The director shall serve notice by certified mail of such hearing on the parties no later than fourteen (14) calendar days prior to the final hearing. Such notice requirement may be waived with the written consent of all parties. The notice shall also contain:

- (1) A statement of the nature of the hearing.
 - (2) A statement of the legal authority and jurisdiction under which the hearing is to be held.
 - (3) A reference to the statutes, ordinance and rules involved.
- (q) Requests for subpoenas by the complainant or respondent in any administrative proceeding shall be filed with the office of equal opportunity and forwarded to the board. Such requests shall set forth the name and address of the person whose attendance is requested and shall describe with particularity any material to be produced. Such subpoenas shall be issued by the board or the director. The requesting party shall be responsible for service of any subpoena.
- (r) A subpoena shall be subject to a motion to quash or a motion for protective order before the appropriate court.
- (s) The official transcript of a hearing shall be preserved by tape recording or by a court reporter.
- (t) Should a party elect to provide a court reporter for a hearing, that party shall be responsible for entire payment of the reporter's fee.
- (u) If the equal employment board finds that a discriminatory practice has occurred, it shall issue an order prohibiting the practice and awarding affirmative relief from the effects of the practice, including actual damages and reasonable attorney's fees and costs. Actual damages may include back pay, except liability for back pay shall not accrue from a date more than two (2) years prior to the filing of a complaint under the article.
- (v) To vindicate the public interest, the equal employment board, may assess a civil penalty against the respondent in an amount not to exceed five hundred dollars (\$500.00). Funds recovered under this section shall be paid to the board of county commissioner's general fund.

(Ord. No. 95-31, 8-15-95)

Sec. 2-311. - Enforcement by private persons.

- (a) A person may also commence a civil action in any court of competent jurisdiction against the named employer, employment agency, labor organization, joint labor-management committee or person no later than one (1) year after the date of determination of reasonable cause by the office of equal opportunity. The commencement of such action shall divest the office of equal opportunity of jurisdiction of such complaint, except that the office of equal opportunity may intervene as a matter of right.
- (b) Nothing in this article shall be construed to waive the right of any person to file a charge with any other agency with the legal authority to investigate or act upon the complaint. The commencement of such action shall divest the office of equal opportunity of jurisdiction of such complaint.
- (c) If the court finds that a discriminatory practice has occurred, it may issue an order prohibiting the discriminatory practice and providing affirmative relief from the effects of the practice, actual and punitive damage, and reasonable attorney's fees and costs. Actual damages may include back pay, except liability for back pay shall not accrue from a date more than two (2) years prior to the filing of a complaint under this article. It is intended that any award of attorneys fees be interpreted in a

manner consistent with federal case law, involving a Title VII action. The right to trial by jury is preserved in any such private right of action in which the aggrieved person is seeking compensatory or punitive damages, and any party may demand a trial by jury.

(Ord. No. 95-31, 8-15-95)

Sec. 2-312. - Unlawful employment practices.

(a) It is an unlawful employment practice for an employer:

- (1) To discharge or to fail or refuse to hire any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
- (2) To limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities, or adversely affect any individual's status as an employee, because of such individual's race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

(b) It is an unlawful employment practice for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against, any individual because of race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression, or to classify or refer for employment any individual on the basis of race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

(c) It is an unlawful employment practice for a labor organization:

- (1) To exclude or to expel from its membership, or otherwise to discriminate against, any individual because of race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
- (2) To limit, segregate, or classify its membership or applicants for membership, or to classify or fail or refuse to refer for employment any individual, in any which would deprive or tend to deprive any individual of employment opportunities, or adversely affect any individual's status as an employee or as an applicant for employment, because of such individual's race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
- (3) To cause or attempt to cause an employer to discriminate against an individual in violation of this article.

(d) It is an unlawful employment practice for any employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual because of race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression or in admission to, or employment in, any program established to provide apprenticeship or other training.

(e) Whenever, in order to engage in a profession, occupation, or trade, it is required that a person receive a license, certification, or other credential, become a member of an association of any club, association, or other organization, or pass any examination, it is an unlawful employment practice for any person to discriminate against any other person seeking such license, certification,

or other credential, seeking to become a member or associate of such club, association or other organization, or seeking to take or pass such examination, because of such other person's race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

- (f) It is an unlawful employment practice for an employer, labor organization, employment agency, or joint labor-management committee to print or cause to be printed or published, any notice or advertisement relating to employment, membership, certification, referral for employment, or apprenticeship or other training, indicating any preference, limitation, specification, or discrimination based on race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation or gender identity or expression.
- (g) It is an unlawful employment practice for an employer, employment agency, a joint labor-management committee, or labor organization to discriminate against any person because that person has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under this article.
- (h) Intimidate, coerce, threaten or interfere with any person in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this article.
- (i) Retaliate or discriminate in any manner against a person who has opposed a practice declared discriminatory by this article, or who has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding, hearing or conference under this article.
- (j) Aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by this article; or to obstruct or prevent any person from complying with the provision of this article; or any order issued thereunder.
- (k) Resist, prevent, impede or interfere with the board or any of its members or representatives in the lawful performance of its or their duty under this article.
- (l) Initiate maliciously, frivolously or in bad faith any charge under the provisions of this article for the purpose of harassment.

(Ord. No. 95-31, 8-15-95; Ord. No. 02-066, § 1, 9-10-02; Ord. No. 07-041, § 6, 12-18-07)

Sec. 2-313. - Limitations and exceptions—Employment.

Notwithstanding any other provision of this article, it is not an unlawful employment practice for an employer, employment agency, labor organization, or joint labor-management committee to:

- (1) Take or fail to take any action on the basis of religion, sex or national origin in those certain instances in which religion, sex or national origin is a bona fide occupational qualification reasonably necessary for the performance of the particular employment to which such action or inaction is related.
- (2) Observe the terms of a bona fide seniority system, a bona fide employee benefit plan such as a retirement, pension, or insurance plan, or a system which measures earnings by quantity or quality or production, which is not designed, intended, or used to evade the purposes of Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Equal Pay Act of 1963, the Rehabilitation Act, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act. However, no such employee benefit plan or system which measures earnings shall excuse the involuntary retirement of, any individual on the basis of any factor not related to the ability of such individual to perform the particular employment for which such individual is

engaged. This subsection shall not be construed to make unlawful the rejection or termination of employment when the individual applicant or employee has failed to meet bona fide requirements for the job or position sought or held or to require any changes in bona fide retirement or pension programs or existing collective bargaining agreements during the life of the contract, nor shall this article preclude such physical and medical examinations of all employees or persons offered employment to determine fitness for the job or position held or offered.

Section 2-312 shall not apply to any religious corporation, association, educational institution, or society which conditions opportunities in the area of employment to members of that religious corporation, association, educational institution, or society or to persons who subscribe to its tenets or beliefs. Section 2-312 shall not prohibit a religious corporation, association, educational institution, or society from giving preference in employment to individuals of a particular religion to perform work connected with the carrying on by such corporations, associations, educational institutions, or societies of its various activities.

(Ord. No. 95-31, 8-15-95; Ord. No. 05-046, § 3, 9-27-05)

Secs. 2-314—2-330. - Reserved.



Village of Wellington

Legislation Text

File #: 15-626, Version: 1

ITEM: ORDINANCE NO. 2015-04 (OFF-STREET PARKING AND LOADING)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING ARTICLE 7, SITE DEVELOPMENT STANDARDS, CHAPTER 2, OFF-STREET PARKING AND LOADING OF THE LAND DEVELOPMENT REGULATIONS OF THE VILLAGE OF WELLINGTON; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of a Zoning Text Amendment (ZTA) amending Article 7, Chapter 2, Off-Street Parking and Loading of the Wellington Land Development Regulations (LDR).

EXPLANATION: A Zoning Text Amendment (ZTA) to Article 7 Chapter 2. Off-street Parking and Loading of the Land Development Regulations is being proposed by staff. The code was initially modeled after Palm Beach County's Unified Land Development Regulations. The overall code update is being done incrementally by Article and Chapter. This amendment is designed to achieve several objectives: (1) general "update" of the chapter, (2) simplification of the off-street parking and loading requirements by use; and (3) overall reduction of the code.

Below are the significant changes to the parking requirements:

Residential Parking Ratios - For residential the current parking ratio requirement is based on a per unit ratio and includes an additional requirement for guest parking in multi-family areas. The current code requires two spaces per unit for single family residential. Parking spaces for multi-family are based on the number of bedrooms within each unit. For multi-family residential, parking spaces are required at 1.25 spaces per efficiency unit, 1.75 spaces per one or two bedroom and two spaces per unit with three or more bedrooms. The recommendation is to simplify the multi-family parking requirement by making it the same as single family at two parking spaces per unit. Also an additional space is required for all residential units with four (4) or more bedrooms. The multi-family is still required to provide additional guest parking at a ratio of 0.25 spaces per unit.

Non-residential Parking Ratios - For non-residential uses, the parking ratio is typically one (1) space per calculated square feet of gross floor area. The most common ratio is one (1) space for every 200 or 250 square feet depending on the use type. This equates to five (5) or four (4) spaces per 1,000 square feet of gross floor area. The recommendation is to use a standard "default" ratio of one (1) space per 200 square feet (five spaces per 1,000 square feet). This will allow most properties and buildings to easily transition between different types of internal uses without creating any parking non-conformities. The objective is to support both flexibility and viability of the existing commercial properties in the Village.

It's also recommended to eliminate detailed uses and consolidate several groups into a general use category. The parking requirement for "Retail" would apply to all retail type sales. This will significantly simplify the parking code and eliminate the misconception parking ratios need to be so precise. This recommended change can be put into the following categories:

1. Captured/Consolidated uses - uses are combined with another use that have a general or similar use

File #: 15-626, Version: 1

classification which may apply.

2. Deleted uses - not applicable to Wellington or otherwise not needed in parking code.
3. Added uses - uses not captured under existing uses.

Parking Space Width - The parking code has two minimum width standards - general (9.0 feet wide) and retail (9.5 feet wide). The recommendation is to eliminate the general width and use the retail 9.5 feet width for all parking areas.

Loading Space Ratio - The current requirements require loading space based upon specific use. To simplify the loading requirements and allow non-residential developments to transition between uses without creating a future issue with loading spaces, it is recommended to change from use to a more general requirement based upon the size of the structure. Restaurants will still be required to provide a loading space based on their use. The intent is to establish a loading space standard which allows a project or property to easily transition future tenants between different uses in order to support the project's long-term flexibility and viability. Below are recommended loading space ratios.

1. One (1) space for every 15,000 square feet of gross floor area up to 100,000 square feet; and
2. One (1) space for every 50,000 square feet of gross floor area over 100,000 square feet; and
3. One (1) space is required for all restaurant uses. The Development Review Committee (DRC) may determine if the loading space is not required based on the type of restaurant, approximate location to other loading spaces and/or the site configuration.

The remainder of the proposed changes to the parking code is house cleaning, such as deleting certain graphics which are no longer considered applicable and certain text changes to clarify sections but not change the substance of the regulations.

Planning Zoning and Adjustment Board (PZAB) Recommendation:

At the August 5, 2015 meeting, the Planning Zoning and Adjustment Board (PZAB) recommended approval (5 -0) per staff's recommended amendments with the requirement of one (1) additional parking space for all residential units with four (4) or more bedrooms.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of a Zoning Text Amendment (ZTA) amending Article 7, Chapter 2, Off-Street Parking and Loading of the Wellington Land Development Regulations (LDR).

ORDINANCE NO. 2015-04

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING ARTICLE 7, SITE DEVELOPMENT STANDARDS, CHAPTER 2, OFF-STREET PARKING AND LOADING OF THE LAND DEVELOPMENT REGULATIONS OF THE VILLAGE OF WELLINGTON; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wellington, Florida Council, pursuant to the authority in Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, the purpose and intent of the off-street parking and loading standards in the Wellington Land Development Regulations is to ensure that parking and loading facilities are provided based upon the density and intensity of residential and non-residential uses; and

WHEREAS, the proposed amendments to Article 7, Chapter 2 are designed to simplify the "parking code," to support the transition of uses within the non-residential developments, to assist with their viability and to simplify the application of the code for future development; and

WHEREAS, On April 8, 2015, the Equestrian Preserve Committee has reviewed the proposed Ordinance with respect to changes affecting the Equestrian Overlay Zoning District and recommended approval with changes to the Planning, Zoning and Adjustment Board; and

WHEREAS, the Planning, Zoning and Adjustment Board, acting as The Land Development Regulation Board, after notice and public hearing on August 5, 2015, has reviewed the proposed Ordinance and determined that the proposed amendment is consistent with Wellington's Comprehensive Plan and recommended approval to the Village Council; and

WHEREAS, the Council has taken the recommendations from the Local Planning Agency, Wellington staff and the comments from the public into consideration when considering the amendments to the Land Development Regulations that are the subject of this Ordinance.

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

SECTION 1. Article 7. Site Development Standards, Chapter 2. Off-street Parking and Loading of Wellington's Land Development Regulations is hereby modified,

1 as presented in Exhibit 1; [text formatted with underline is to be added; text formatted
2 with ~~strike-through~~ is to be deleted].
3

4 **SECTION 2.** Should any section, paragraph, sentence, clause, or phrase of this
5 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
6 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of
7 this Ordinance shall prevail to the extent of such conflict.
8

9 **SECTION 3.** Should any section, paragraph, sentence, clause, or phase of this
10 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision
11 shall not affect the validity of this Ordinance as a whole as a whole or any portion or part
12 thereof, other than the part so declared to be invalid.
13

14 **SECTION 4.** This Ordinance shall become effective immediately upon adoption
15 of the Village Council following second reading.
16
17

18 [This space intentionally left blank.]

PASSED this ____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this ____ day of _____, 2015, on second and final reading.

WELLINGTON

FOR

AGAINST

BY: _____

Bob Margolis, Mayor

John Greene, Vice Mayor

Matt Willhite, Councilman

Anne Gerwig, Councilwoman

John T. McGovern, Councilman

ATTEST:

BY: _____

Awilda Rodriguez, Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____

Laurie Cohen, Village Attorney

Exhibit 1

Article 7 - SITE DEVELOPMENT STANDARDS
CHAPTER 2. OFF-STREET PARKING AND LOADING

CHAPTER 2. OFF-STREET PARKING AND LOADING

Sec. 7.2.1. Purpose and Intent.

The purpose and intent of this ~~chapter section~~ is to ensure ~~that the provision of~~ off-street parking, off-street loading, queuing and on-site circulation ~~is provided facilities~~ in proportion to the ~~density and intensity of the site.~~ ~~demand created by each use. By requiring such facilities, it is t~~The intent ~~is also of this section~~ to ensure ~~that the facilities are the provision of~~ functionally adequate, aesthetically pleasing and operationally safe. ~~off-street parking, loading, queuing and circulation areas.~~

Sec. 7.2.2. Applicability.

The standards of this ~~chapter section~~ shall apply to all development ~~within t~~The Village, or existing development that is modified to the extent that it includes an addition or enlargement ~~uses or site design features that were not specifically shown on an~~ the previously approved plans. All off-street parking areas established by this ~~chapter section~~ shall be continuously maintained according to the standards of this ~~chapter section~~.

- A. **New buildings.** Off-street parking and loading facilities shall be provided for any new building constructed ~~and for any new use established.~~
- B. **Additions and enlargements.** Off-street parking and loading facilities shall be provided for any addition to or enlargement of an existing building ~~or use, or any change of occupancy or manner of operation that would result in additional parking and loading spaces being required.~~ The additional parking and loading spaces shall be required only in proportionate ~~amount~~ to the extent of the addition, ~~or enlargement, or change,~~ not for the entire building ~~or use.~~
- C. **Off-street parking and loading schedule.** Off-street parking and loading spaces shall be provided in accordance with the following schedule of standards in Table 7.2-1: Minimum Off-Street Parking and Loading Standards.

TABLE 7.2-1
MINIMUM OFF-STREET PARKING AND ~~LOADING~~ STANDARDS

Use	Parking <u>Standard</u>	Loading (Sec <u>7.2.4</u>)
Residential-Uses		
Single-family; duplex; patio home; townhouse cluster; mobile home and Multi-family-Residential	<u>Two (2) spaces per unit and units with four (4) or more bedrooms require one (1) additional parking space per bedroom. Multi-family shall provide 0.25 guest parking spaces per unit for all dwelling units.</u>	N/A
Multifamily (excluding duplex)	1.25 spaces per efficiency unit; 1.75 spaces per one or two bedroom unit; 2 spaces per three bedroom or larger unit, plus 0.25 guest parking spaces per unit for all dwelling units with common parking areas. Multifamily (non-retirement) uses providing fifty or more spaces in a common parking area shall provide bicycle parking racks.	N/A
Congregate living facilities, Type 1, 2, 3 and <u>3-4</u>	2 spaces <u>One (1) space per unit or two (2) beds whichever is greater; and one (1) space per peak shift employee or one (1) space per 200 square feet of office whichever is greater</u>	N/A
Congregate living facilities, Types 2-3	1 space per four (4) residents, plus 1 space per employee	N/A

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CHAPTER 2. OFF-STREET PARKING AND LOADING

Congregate living facilities, Types 4	1 space per four (4) residents, plus 1 space per peak shift employee	N/A
Special needs facility	1 space per four (4) residents, plus 1 space per employee	C
Public, and Civic and Recreational (Outdoor) Uses		
Airports, landing strips and heliports	1 space per tie-down and hangar space, minimum 5 spaces (None required for heliport or landing strip accessory to residential or agricultural use)	C
Athletic field	<u>One (1)</u> per space four (4) bleacher seats or 30 spaces per field, whichever is greater	N/A
Church or place of worship (excluding convent, rectory or retreat house)	<u>One (1)</u> space per three (3) seats (schools and gyms calculated separately)	N/A
Clubhouse (Recreational Pod)	<u>1 space per 500 square feet of air conditioned use</u>	
College or university, <u>vocational school</u>	<u>One (1)</u> space per two (2) students (<u>maximum enrollment</u>) <u>One (1)</u> space per four (4) seats in gymnasiums and auditoriums <u>One (1)</u> space per 300 square feet of administrative and educational office space	C
Convent or cloister	2 spaces, plus 1 space per ten (10) residents	N/A
Day care center — Less than 100 capacity — 100 or more capacity	5 transient spaces, plus 1 space per employee 10 transient spaces, plus 1 space per employee	N/A
Golf course	<u>Four (4) spaces per hole; plus 1 space per 200 square feet of clubhouse</u>	
Government services (except library)	<u>One (1) space per three (3) seats of public assembly room or one (1) space per 500 square feet, whichever is greater, plus 1 space per employee²; may require bicycle rack if determined appropriate by DRC</u>	N/A
Hospital or medical center	1.5 spaces per 2 beds, plus 1 space per employee	C
Library	1 space per 400 square feet, plus 1 space per employee	N/A
Nursing or convalescent facility	1 space per four (4) beds, plus 1 space per employee; may require bicycle rack if determined appropriate by DRC	D
Rectory	1 space per clergy, plus 1 space per employee	N/A
Retreat house	1 space per three (3) beds, plus 1 space per employee	N/A
School, elementary	<u>One (1) space per classroom, plus One (1) space per employee 200 square feet not accounted for in class or hall areas; may require bicycle rack if determined appropriate by DRC</u>	C
School, secondary	0.25 per student, plus <u>One (1) per employee 200 square feet not accounted for in class or hall areas; may require bicycle rack if determined appropriate by DRC.</u>	C
Tennis courts	<u>1.5 spaces per court; those open to the public shall provide bicycle parking racks</u>	
Commercial Uses		
Amusements, temporary Events or Special Use	<u>One (1) space per four (4) seats or one (1) space per three (3) attendees (as approved for event). 10 spaces per acre occupied by amusements, or 50 spaces, whichever is greater</u>	N/A
Arena, auditorium, entertainment, theater, public assembly or stadium	<u>One (1) space per 200 square feet or One (1) space per three (3) seats whichever is greater</u>	
Appliance sales	1 space per 200 square feet	B
Auction, enclosed	1 space per 200 square feet	C
Auction, open and vehicular	1 space per 250 square feet	N/A
Automotive paint or body shop	1 space per 250 square feet ³	N/A
Automotive service station service, repair or restoration	<u>One (1) space 250 200 square feet, excluding bays, plus two (2) spaces per repair bay⁴</u>	N/A
Bakeries, commercial preparation	1 space per 10,000 square feet, plus 1 space per employee	C

[text formatted with underline is to be added; text formatted with ~~strike-through~~ is to be deleted]

Exhibit 1
Article 7 - SITE DEVELOPMENT STANDARDS
CHAPTER 2. OFF-STREET PARKING AND LOADING

Bakeries, retail	1 space per 200 square feet	N/A
Boatyard	1 space per wet slip, plus 1 space per three (3) dry storage compartments, plus 1 space per employee	N/A
Bowling alley	<u>Two (2)</u> spaces per lane, plus <u>One (1)</u> space per 250 200 square feet of non-bowling recreation area	C
Building supplies	1 space per 200 square feet	B
Camp	1 space per campsite, plus 1 space per employee or counselor	C
Car wash (principal use)	1 space per 250 square feet	N/A
Chemical sales	1 space per 250 square feet	C
Confectionery, commercial preparation	1 space per 10,000 square feet, plus 1 per employee	A
Convenience store	1 space per 200 square feet; may require bicycle rack if determined appropriate by DRG	C
<u>Day care center</u> <u>Less than 100 capacity</u> <u>100 or more capacity</u>	<u>One (1) space per five (5) persons; plus (1) drop off stall per 20 persons</u> <u>One (1) space per 10 persons; plus One (1) drop off stall per 10 persons</u>	A
Dry cleaning and laundry plant	1 space per 10,000 square feet, plus 1 space per employee	B
Entertainment, indoor (except bowling alleys)	<u>One (1) space per 250 200 square feet or One (1) space per three (3) seats whichever is greater</u>	C
Entertainment, outdoor	10 spaces per acre	N/A
Financial institution	1 space per 200 square feet	N/A
Flea market, enclosed	1 space per 200 square feet	C
Flea market, open	1 space per 250 square feet	N/A
Funeral home	1 space per four (4) person seating capacity	C
Furniture or carpet sales	1 space per 200 square feet, plus 1 space per 750 square feet of indoor storage space	B
Garden center	5 spaces per 1000 square feet	B
Gas and fuel, wholesale	1 space per 250 square feet	N/A
Golf course	4 spaces per hole;	N/A
Greenhouse or nursery	1 space per 10,000 square feet, plus 1 space per employee	B
Hardware, paint and garden supplies	1 space per 200 square feet	C
<u>Hospital or medical center</u>	<u>1.5 spaces per two (2) beds, plus one (1) space per 1,000 square feet of gross floor area (GFA)</u>	
Hotel or motel	1 space per quest room, <u>1.25 spaces per quest room; (convention areas, restaurants, etc. totaling over 1,500 square feet shall be calculated separately);</u> plus 1 space per employee	C
Hotel, single room occupancy (SRO), motel, boarding, rooming house	1 space per three (3) quest rooms	N/A
Kennel, commercial	1 space per 300 square feet of cage and retail area	N/A
Laundry service	1 space per 200 square feet	N/A
Lounge	1 space per two (2) occupant capacity	C
Lumberyard	1 space per 250 square feet	B
Machinery sales, retail	1 space per 250 square feet	B
Marina	1.5 spaces per wet slip, plus 1 space per three (3) dry storage compartment	N/A
Meat cutting	1 space per 250 square feet	N/A

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Exhibit 1
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CHAPTER 2. OFF-STREET PARKING AND LOADING

Medical or dental clinic	1 space per 200 square feet	C
Medical or dental laboratory	1 space per 200 square feet	N/A
Monument sales, retail	1 space per 250 square feet	N/A
Motorcycle or moto-cross track	20 spaces per facility, plus 1 space per four seats if facility is intended for spectator events	N/A
Moving and storage	1 space per 10,000 square feet, plus 1 space per employee	A
Museum or art gallery	1 space per 250 square feet, plus 1 space per employee	C
Newsstand	1 space per 200 square feet	N/A
Nursing or convalescent facility	<u>One (1) space per four (4) beds, plus one (1) space per 200 square feet of office</u>	
Office, business or professional	<u>One (1) space per 200 square feet; may <u>shall</u> require bicycle rack if determined appropriate by DRC</u>	N/A
Personal services	1 space per 200 square feet	N/A
Pharmacy	1 space per 200 square feet	C
Precision instruments	1 space per 250 square feet	C
Printing and copying services	1 space per 250 square feet	C
Utility, public or private	1 space per 10,000 square feet, plus 1 space per employee	N/A
Racetracks, auto, dog and horse	1 space per four (4) seats	C
Repair services	1 space per 250 square feet	N/A
Restaurant or Lounge, fast food	<u>One (1) space per three (3) seats including outdoor seating; plus queuing per Sec. 7.2.3.N shall require bicycle rack if determined appropriate by DRC</u>	C
Restaurant, general and specialty	1 space per 80 square feet. Including outdoor seating area	C
Restaurant, take-out	1 space per each employee, plus queuing per Sec. 7.2.3.N	C
Retail sales, general	<u>One (1) space per 200 square feet; retail uses in CN district shall provide bicycle parking of gross floor area (GFA) (centers up to 500,000 square feet); 1 space per 200 square feet of gross leasable area (GLA) (centers over 500,000 SF), shall require bicycle rack if determined appropriate by DRC</u>	C
Retail sales, bulky goods	1 space per 200 square feet, plus 1 space per 750 square feet of indoor storage space	B
Retail sales, mobile or temporary-enclosed	1 space per four (4) seats	N/A
Retail sales, mobile or temporary-open	50 spaces or 10 spaces per acre, whichever is greater	N/A
Salvage yard	1 space per 10,000 square feet, plus 1 space per employee	C
Security or caretakers quarters	2 spaces	N/A
Self-service storage facility; Multi access	1 space per 200 storage bays, plus 1 space per employee and 2 customer spaces	N/A
Self-service storage facility, Limited access	1 space per 75 storage bays plus 1 space per employee and two customer spaces	N/A
Shopping centers, community and regional	1 space per 200 square feet of gross leasable floor area (GLFA)	B
Stable, commercial	1 space per 300 square feet within stable, plus 1 space per three (3) animal stalls	N/A
Swimming pool	1 space per 50 square feet of pool area; those open to the public shall provide bicycle parking racks	N/A
Tennis courts	1.5 spaces per court; those open to the public shall provide bicycle parking racks	N/A
Theaters, auditoriums and public assembly	1 space per three (3) seats, plus 1 space per employee	N/A
Upholstery shop	1 space per 250 square feet	N/A

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Vehicle sales and rental	1 space per 500 square feet of enclosed area, plus 1 space per 4,500 square feet of outdoor sales, rental and display area, plus 1 space per service bay, plus 1 space per employee	A
Veterinary office	1 space per 200 square feet, excluding animal exercise areas	N/A
Woodworking or cabinetmaking	1 space per 250 square feet	C
Yacht club	1.5 spaces per wet slip, plus 1 space per three (3) dry storage compartment, plus separately-calculated parking for other associated uses	N/A
Agricultural Uses		
Agricultural use, accessory	5 spaces or 1 space per employee, whichever is greater (no spaces required for accessory storage buildings and barns)	N/A
Agricultural research and development	10 spaces or 1 space per employee <u>1,000 square feet</u> , whichever is greater	B
<u>Nursery, retail</u>	<u>One (1) space per 500 square feet of indoor or covered retail or office areas plus one (1) space per four (4) acres if the nursery is 20 acres or less, or one (1) space per five (5) acres if the nursery is greater than 20 acres</u>	
<u>Nursery, wholesale</u>	<u>One (1) space per four (4) acres if the nursery is 20 acres or less, or one (1) space per five (5) acres if the nursery is greater than 20 acres</u>	
<u>Stable</u>	<u>Four (4) or fewer stalls: no required parking</u> <u>Five (5) -100 stalls: one (1) space per three (3) stalls</u> <u>101+ stalls: One (1) space per two (2) stalls</u> <u>All parking provided for stalls shall be available at all times.</u>	
Farming, general	N/A	N/A
Migrant farm labor quarters	0.5 space per dwelling unit	N/A
Industrial Uses		
Basic industry and manufacturing and processing	<u>4 two (2) spaces per 1,000 square feet, plus 1 space per employee of first 10,000 square feet; plus one (1) space per 1,000 square feet over 10,000 square feet</u>	A
<u>Contractors or storage yard</u>	<u>One (1) space per 500 square feet; plus one (1) space per 5,000 square feet of outdoor storage</u>	
<u>Self-service storage facility</u>	<u>One (1) space per 200 storage bays, plus one (1) space per 200 square feet of office with a minimum of 5 customer spaces;</u>	
<u>Warehouse/Wholesale</u>	<u>One (1) space per 2,000 square feet, plus One (1) space per employee; 200 square feet of office or sales area</u>	A

¹Such facilities shall provide clear and ingress and egress. A convenient passenger drop-off area located adjacent to the building and out of the primary travel lanes may be substituted for two (2) of the transient spaces in either type of day care center.

²If service is a direct service provider and is frequented on a daily basis by the general public, then one (1) space per two hundred (200) square feet of customer service space shall be provided.

³Stored vehicles shall not be visible from off-site. A solid, opaque fence, wall or vegetative screen, with a minimum height of six (6) feet may be used to screen the vehicles from view.

⁴If a convenience store containing more than one thousand five hundred (1,500) square feet is associated with the service station, then one-half (0.50) of the required spaces shall be located adjacent to the store. In all cases, required handicapped spaces shall be located adjacent to the store.

Loading space ratios from Section 7.2.4. Off-street loading spaces shall be provided in accordance with the standards of the off-street parking and loading schedule in Table 7.2-1. The letters shown in the loading column of the schedule shall correspond to the following ratios:

a. —Standard "A". One (1) space for the first five thousand (5,000) square feet of floor area, plus one (1) space for each additional thirty thousand (30,000) square feet of floor area;

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- ~~b. Standard "B". One (1) space for the first ten thousand (10,000) square feet of gross floor area, plus one (1) space for each additional fifteen thousand (15,000) square feet of floor area;~~
- ~~c. Standard "C". One (1) space for the first ten thousand (10,000) square feet of gross floor area, plus one (1) space for each additional one hundred thousand (100,000) square feet of floor area; and~~
- ~~d. Standard "D". One (1) space for each fifty (50) beds for all facilities containing twenty (20) or more beds.~~

(Ord. No. 2008-19, § 3, 11-25-2008)

Sec. 7.2.3. Off-street parking.

A. Computing parking standards.

1. Multiple uses. On lots containing more than one (1) use, the total number of required off-street parking spaces shall be equal to the sum of the required parking for each use as if provided separately, unless a shared parking arrangement is approved pursuant to Section 7.2.3.H (Shared parking).
2. Fractions. When calculation of ~~the number of~~ required off-street parking spaces results in a fractional number, any such fractional space shall require a full off-street parking space (rounded up). ~~a fraction of less than one-half (0.50) shall be disregarded and a fraction of one-half (0.50) or more shall be rounded to the next highest whole number.~~
3. Floor area. Off-street parking and loading standards that are based on square footage shall be computed using gross floor area (GFA), unless another measurement is specified ~~specifically called for in this section.~~
- ~~4. Employees or occupants. When the calculation of required parking spaces is based on the number of employees or persons, the calculation shall be based on the maximum number of employees or persons on duty or legally residing on the premises at any one (1) time.~~
- ~~4.5. Bench seating. When the calculation of required parking spaces is based on the number of seats, each twenty-two (22) linear inches of bench, pew, or similar bench seating facility shall be considered one (1) seat.~~
- ~~6. Gross lot area. When the calculation of required parking spaces is based on gross lot area, the amount of lot area dedicated to off-street parking shall not be included in the calculation.~~
- ~~5.7. Unlisted land uses. In the event that off-street parking standards for a particular use are not listed in this section, the standards for the most similar use shall be applied~~ or one space for every 200 square feet of gross floor area. In making the determination, any evidence of actual parking demand for uses shall be considered as well as other reliable traffic engineering and planning information that is available.
- ~~8. Delayed computations. The determination of the number of required off-street parking spaces may be delayed until the submission of an application for development permit for a building permit in the following instances:~~
 - ~~a. Where the formula for calculating the number of parking spaces consists of two (2) or more different rates, and there is uncertainty about how some of the floor or lot area shall be used; or~~
 - ~~b. When it is unknown which portions of a structure are to be deleted from gross floor area to calculate gross leasable floor area.~~

B. Location of required parking. Except as provided in Section 7.2.3.H (Shared parking), Section 7.2.3.I (Off-site parking) and Section 7.2.3.K (Valet parking), all required off-street parking, except for fee simple developments with common parking lots, shall be provided upon the same lot as the principal use. The location of required off-street parking spaces shall not interfere with normal traffic flow or with the operation of queuing and backup areas. Loading areas shall not obstruct pedestrian pathways.

1. Distance from building or use. Unless otherwise provided in this section, no on-site parking space shall be located more than ~~six hundred (600)~~ feet from the building or use it is intended to serve. This

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standard shall not apply to parking spaces provided for auditoriums, stadiums, assembly halls, gymnasiums, and other places of assembly, nor shall it apply to hospitals, large-scale retail, wholesale, and consumer service uses of over ~~five hundred thousand~~ (500,000) square feet or industrial, wholesaling or manufacturing establishments.

2. Buffers and rights-of-way. There shall be no parking or storing of vehicles in the landscape buffer or the existing or ultimate right-of-way of an abutting street.
 3. Sidewalk access for rear parking. There shall be no parking of automobiles at the rear of a structure unless a public pedestrian walk connects it to the front of the structure or there exists an entrance to or store in the rear. ~~Such~~ The pedestrian accessway path or sidewalk shall be a minimum of ~~four (4)~~ five (5) feet in width, clearly marked, well lighted and unobstructed.
 4. Garages and carports. Space within a carport or garage may be used to satisfy residential off-street parking standards, provided that no building permit shall be issued to convert a carport or garage to a living area without provision of required off-street parking spaces in the driveway or in a common parking lot.
- C. **Use of required off-street parking areas.** Off-street parking spaces shall be provided for the use of residents, customers, patrons and employees. Required parking spaces shall specifically not be used for the storage, sale or display of goods or materials or for the sale, repair, or servicing of vehicles. All vehicles parked within off-street parking areas shall be registered and capable of moving under their own power. Required parking areas shall not be used by delivery vehicles. Required off-street parking spaces shall be free from building encroachments, ~~except that~~ A portion of the required parking area may be used for the following purposes:
1. ~~Temporary~~ Special events/uses. Required off-street parking areas may be used on a temporary basis pursuant to a special use issued by the Planning & ~~Zoning~~ Director or Council pursuant to Article 5 ~~for the outdoor sales of goods, fairs, and other temporary events;~~
 2. Recyclable materials collection bins. Required off-street parking areas may be occupied by recyclable materials collection bins that have been approved as a special use ~~in the CC or CG districts or a PUD commercial pod.~~ The bin shall retain its mobility and shall not occupy more than five (5) percent of the total on-site parking spaces. The bin and adjacent area shall be maintained in good appearance, free from trash.
- D. **Parking fees.** Except as provided in Section 7.2.3.K (Valet parking) and Section 7.2.3.O (Public, private or commercial lots), a fee or other form of compensation shall not be charged for the use of required off-street parking spaces. Fees may be charged for the use of parking spaces that have been provided in excess of minimum standards.
- E. **Motorcycle parking.** For any nonresidential use providing ~~fifty (50)~~ or more spaces, a maximum of three ~~(3)~~ required off-street parking spaces may be reduced in size and redesigned to accommodate motorcycle parking ~~of motorcycles~~. When provided, motorcycle parking shall be identified by a sign.
- F. **Handicapped parking.** The provision of handicapped parking spaces and passenger loading zones shall be governed by Secs. 316.1955, 316.1956, and 553.48, Fla. Stat., or as amended. These sections shall govern the minimum number, signage, identification and reservation of spaces for the handicapped. All required signs shall include the language, "\$250 fine for violators." All handicapped parking spaces shall be paved. ~~The handicapped parking regulations required by Florida Statutes are available at the Publications Office of the PZB Department.~~ A portion of the minimum number of required off-street parking spaces may be used to satisfy the handicapped parking space standards. ~~The minimum number of handicapped parking spaces shall comply with the following table:~~

~~TABLE 7.2-2~~
HANDICAPPED PARKING SPACES AND PASSENGER LOADING ZONES

Total Spaces or Zones	Required Number to be
----------------------------------	----------------------------------

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	Reserved for Handicapped
up to 25 100	1 space per 25 spaces
26 to 50 101 to 200	12 space per 50 spaces
51 to 75 201 to 500	13 space per 100 spaces
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of Total
Over 1,000	20 Plus 1 for each 100 over 1,000

- G. **Guest parking.** Guest parking spaces, where required, may be grouped, provided that the spaces are located within ~~three hundred (300)~~ feet of the dwellings that they are intended to serve. Guest parking may be grassed, as provided in Section 7.2.3.J (grassed parking), except that no permit is required. Each space shall be provided with wheelstops, except for grassed guest parking, or parking which is designed as parallel parking. All guest parking shall be prominently identified with an above-grade sign or marking on the wheelstop.
- H. **Shared parking.** The Development Review Committee may authorize a reduction in the number of required parking spaces for multiple use developments or for uses that are located near one another and which have different peak parking demands and operating hours. Shared parking shall be subject to the following standards:
1. Application. In addition to the application information for development permit for Site Plan/~~Plat~~, the applicant shall submit ~~that additional application information for shared parking required by the Planning & Zoning Director and made available to the public;~~
 2. Location. All uses which use ~~participate in a single~~ shared parking ~~plan~~ shall be located on the same lot or on contiguous lots. ~~The shared parking lot shall be developed and used as though the uses on the lots were a single unit;~~
 3. Shared parking study. A ~~S~~shared parking study ~~acceptable to the Planning & Zoning Director~~ shall be submitted which ~~clearly establishes that uses will use the shared spaces at different times of the day, week, month or year. The study shall:~~
 - a. Be based on the Urban Land Institute's methodology for determining shared parking or other generally accepted methodology;
 - b. Address the size and type of activities, ~~the composition of tenants, the rate of turnover for proposed shared spaces,~~ and the anticipated peak parking and traffic loads demands;
 - c. Provide for reduction of paved area by not more than ~~fifty (50)~~ percent of the combined parking required for each use under Section 7.2.2.C, ~~and 7.2.4 (Off street parking and loading schedule);~~
 - d. Provide for no reduction in the number of required handicapped spaces;

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- e. Provide a plan to convert ~~the open space~~ reserved space for future ~~to required parking spaces pursuant to Section 7.2.2.C., 7.2.3.H.4 (Reservation of extra space), to parking area;~~ and
 - f. Be approved by the Village Engineer ~~prior to submittal,~~ based on the feasibility of the uses to shared parking due to their particular peak parking and trip generation characteristics.
4. ~~Reservation of extra space. The applicant shall account for 100% of the reduction granted through one (1) of the following alternatives: reserved area; future parking garage; future rooftop garage; off-site parking or limitation of uses to adhere to parking regulations. Enough land area shall be reserved on the site of a shared parking lot to provide for the combined total parking standards of each use, or an alternate plan showing adequate area to accommodate any needed extra parking shall be provided. A reserved~~ This area shall not be used for on-site retention of storm-water runoff nor shall it be used to satisfy the landscaping and buffering standards ~~of this section.~~ Preservation areas designated and protected by any government shall not be used to satisfy the reserve standard. The reserved ~~area space,~~ shall be landscaped and maintained to present an orderly appearance.
5. Agreement for shared parking ~~plan.~~ A shared parking plan shall be enforced through written agreement or through unity of control. An attested copy of the agreement between the owner(s) of record and ~~the~~ Village shall be submitted to the Planning & Zoning Director who shall forward a copy to the Village Attorney for review. The agreement shall be recorded in the deed records of Palm Beach County by the owner of record and proof of recordation shall be presented to the Planning Director prior to issuance of a certificate of occupancy. ~~Proof of recordation of the agreement shall be presented to the Planning & Zoning Director prior to certification by the Development Review Committee. The agreement shall include, but not be limited to:~~
- a. List the names and ownership interest of all parties to the agreement and contain the signatures of those parties;
 - b. Provide a legal description of the land;
 - c. Include a site plan showing the area of the shared parking ~~parcel~~ and ~~open space~~ reserved ~~area space which would provide~~ for future parking;
 - d. Describe the ~~area of the parking area parcel~~ and designate and reserve it for shared parking unencumbered by any conditions which would interfere with its use;
 - e. Agree and expressly declare the intent for the covenant agreement to run with the land and bind all parties and all successors in interest to the covenant agreement;
 - f. Assure the continued availability of the spaces for shared joint use and provide assurance that all spaces will be usable without charge to all participating uses;
 - g. Describe the obligations of each party, including the maintenance responsibility to retain and develop reserved ~~open~~ space for additional parking ~~spaces~~ if the need arises;
 - h. Incorporate the shared parking study by reference;
 - i. Be made part of the Site Plan/Final Subdivision Plan; and
 - j. Describe the method by which the covenant agreement shall, if necessary, be revised.
6. Change in use. Should any of the shared parking uses be changed, or should the Planning & Zoning Director find that any of the conditions described in the approved shared parking study and/or agreement no longer exist, the owner of record shall have the option of submitting a revised shared parking study in accordance with the standards of this section or of providing the number of spaces required for each use ~~as if computed separately.~~
- I. **Off-site parking.** ~~Required off-street parking spaces shall be on the same lot as the use it is intended to serve, provided that~~ The Development Review Committee may permit all or a portion of the required parking spaces to be located on a remote and separate lot from the lot on which the principal use is located. Off-site parking shall be subject to the following standards:

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1. Necessity. The applicant shall demonstrate that it is not feasible to locate all of the required parking on the same lot as the principal use;
2. Ineligible activities. Off-site parking shall not be used to satisfy the off-street parking standards for restaurants, lounges, convenience stores and other convenience-oriented uses. Required handicapped parking spaces shall not be located in an off-site parking facility;
- ~~3. Location. No off-site parking space shall be located more than six hundred (600) feet from the primary entrance of the use served, measured along the route of the shortest legal, practical walking distance. Off-site parking spaces shall not be separated from the principal use by a street right-of-way with a width of more than eighty (80) feet;~~
- ~~3-4.~~ Future Land Use Map Classification. Off-site parking areas shall require the same or a more intensive Future Land Use Map classification than that required for the use served;
- ~~4-5.~~ Agreement for off-site parking. In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement or unity of control shall be required. An attested copy of the agreement among the owners of record shall be submitted to the Planning & Zoning Director who shall forward a copy to the Village Attorney for review. The agreement shall be filed in the deed records of the County by the owner of record. Proof of recordation of the agreement shall be presented to the Planning & Zoning Director. The agreement shall:
 - a. List the names and ownership interest of all parties to the agreement and contain the signatures of those parties;
 - b. Provide a legal description of the land;
 - c. Include a site plan showing the area of the use and parking parcel;
 - d. Expressly declare the intent for the covenant to run with the land and bind all parties and all successors in interest to the covenant;
 - e. Assure the continued availability of the spaces and provide assurance that all spaces will be usable without charge;
 - f. Describe the obligations of each party, including the maintenance responsibility;
 - g. Require that the Planning & Zoning Director be notified prior to the expiration or termination of an off-site parking ~~area~~ lease agreement;
 - h. Be made part of the Site Plan/Final Subdivision Plan; and
 - i. Describe the method by which the covenant shall, if necessary, be revised.
- ~~5-6.~~ Signs. One ~~(1)~~ sign shall be located at the off-site parking facility indicating the use that it serves, and one ~~(1)~~ sign shall be located on the site of the use served, indicating the location of the off-site parking facility.

J. **Grassed parking.** Grassed parking ~~may~~ shall be permitted if approved by the Village Engineer ~~Development Review committee~~, pursuant to the following procedures and standards:

1. Application. In addition to the application information for development permit for Site Plan/Final Subdivision Plan, the applicant shall submit the following:
 - a. A written statement of and a site plan showing the area proposed for grassed parking and the proposed method of traffic control to direct vehicular flow and parking;
 - b. A written statement that the parking area proposed for grassed parking shall be used for parking ~~on an average of~~ no more than ~~two (2) three~~ days or nights each week or on an irregular, intermittent or part-time basis of no more than 45 days within a period of four consecutive months within a 12-month period. This information shall contain the proposed hours and days of the expected use of the grassed parking and the expected average daily traffic and peak hour traffic counts, as calculated by a professional engineer qualified to perform such studies;

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- c. Description of the method to ensure that the grassed parking surface will be maintained in its entirety with a viable turf cover;
 - d. A conceptual drainage plan for the entire parking area; and
 - e. A description of the soil type of the area proposed for grassed parking.
2. Standards. The following standards shall apply to grassed parking:
- a. Only parking spaces provided for peak demand may be approved as grassed parking. Paved parking shall be provided for average daily traffic, including ~~weekday~~ employees and visitors;
 - b. A grassed parking area shall not include any existing or proposed landscaped area, surface water management area or easement other than a utility easement;
 - c. Handicapped parking shall not be located within a grassed parking area. In addition, a hard surfaced walkway shall be provided from any handicapped parking space to the building, structure or use it is intended to serve;
 - d. Grassed parking areas shall meet minimum landscaping requirements of subsection O. ~~No grassed parking area shall be counted toward meeting the minimum landscape or open space standards;~~ and
 - e. Within grassed parking areas, all access aisles shall either: (a) be paved and meet the same substructural and surface standards as ~~for~~ paved asphaltic parking surfaces; or (b) be surfaced with paver block, or other semi-pervious coverage approved by the Village Engineer ~~Planning & Zoning Director~~.
3. Permit. If at any time prior to the approved expiration date of the development order for Site Plan/Final Subdivision Plan, it is determined that a grassed parking area does not meet the standards established in this section, the ~~Planning & Zoning~~ Director shall require the restoration of the grassed surface or the paving of the grass for parking. The owner and their agent, if any, shall be jointly and severally responsible for the maintenance of all grassed vehicle use areas. Grassed parking areas shall be maintained so as to present a neat appearance and to ensure a viable and healthy grassed surface. In the event of the deterioration of a grassed parking surface, the Village may require the full restoration of the parking facility to Village standards.
4. Regulatory treatment of grassed parking areas. All surface parking areas, grassed or otherwise, shall be considered impervious paved surface for the purpose of determining tertiary drainage system flow capacity and secondary stormwater management system runoff treatment/control requirements.
- K. **Valet parking.** Valet parking may be used upon any lot to satisfy off-street parking standards. The design of valet parking shall not cause customers who do not use the valet service to park off-premise or in the right-of-way or cause queuing in the right-of-way. The following ~~additional~~ standards shall apply to valet parking ~~arrangements~~.
- 1. Maximum number of reserved spaces. No more than ~~Up to fifty (50)~~ percent of the required off-street parking spaces may be reserved for valet parking.
 - 2. Location of reserved valet spaces. Off-street parking spaces reserved for valet parking may be located anywhere on-site, except that handicapped parking spaces shall be the spaces located closest to the nearest accessible entrance of the building that the parking spaces are intended to serve.
- L. **Parking area design and construction standards.**
- 1. Dimensions and geometries. The dimensions and geometries of off-street parking areas shall conform to the following minimum standards:
 - a. ~~Residential.~~

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- ~~i. Without common parking lot. Each parking space for dwelling units that do not share a common parking lot shall be a minimum of eight (8) feet wide and twenty (20) feet long. Parking spaces may be side to side, end to end or not contiguous to each other.~~
- ~~ii. With common parking lots. For dwelling units that share a common parking lot, parking spaces and aisles shall be subject to the "general" dimensional standards of Table 7.2-3~~
- ~~b. Nonresidential. All nonresidential uses and residential uses with shared parking lots shall provide parking spaces that comply with the dimensional requirements of standards of Table 7.2-3 and Figure 7.2-1. If proposed parking angles are not illustrated in Table 7.2-3 or Figure 7.2-1, dimensions shall be interpolated from the tables and approved by the Planning & Zoning Director. For the purpose of interpreting the "Use" column of Table 7.2-3 the following rules shall apply:~~
 - ~~i. General. The term "general" applies to parking spaces designated to serve all commercial uses, except retail uses, and also residential uses with shared parking lots. Spaces reserved for use by disabled persons shall be governed by the rows labeled "handicapped";~~
 - ~~ii. Retail uses. All retail uses shall provide parking spaces that have minimum widths of nine and one-half (9.5) feet. Other required dimensions of the space shall be and governed by Table 7.2-3;~~
 - ~~iii. Handicapped parking. All spaces marked and reserved for use by persons with disabilities shall be installed in accordance with the standards of Secs. 316.1955, 316.1956 and 553.48, Fla. Stat.; and~~
 - ~~iiiv. Queuing distance. A minimum queuing distance of twenty (20) feet is required between the property line and the first parking space.~~
 - ~~ive. Parallel parking. Parallel parking spaces shall have minimum lengths of twenty-three (23) feet and minimum widths of ten (10) feet (see Figure 7.2-2).~~
 - ~~vd. Measuring parking space width. Where double striping is used to mark spaces, parking space width shall be measured from the centerline of one (4) set of stripes to the centerline of the corresponding set of stripes.~~

TABLE 7.2-3
MINIMUM PARKING BAY DIMENSIONS FOR
~~NONRESIDENTIAL USES AND RESIDENTIAL USES WITH SHARED PARKING LOTS~~

A Angle	B Space Width (feet)	C Space Depth (feet)	D Aisle Width (feet)	E Curb Length (feet)	F Wall-to-Wall Width (feet)	G Interlock-to Interlock Width (feet)	H Space Depth to Interlock (feet)	Land Use*
45	9.0	17.5	12.0	12.5	47.0	43.0	15.5	General
	9.5	17.5	12.0	13.5	47.0	43.0	15.5	Retail
	12.0	17.5	12.0	17.0	47.0	43.0	15.5	Handicapped
60	9.0	19.0	16.0	10.5	55.0	51.0	17.5	General
	9.5	19.0	15.0	11.0	54.0	50.0	17.5	Retail
	12.0	19.0	14.0	14.0	53.0	49.0	17.5	Handicapped
70	9.0	19.5	19.0	9.5	58.0	56.0	18.5	General

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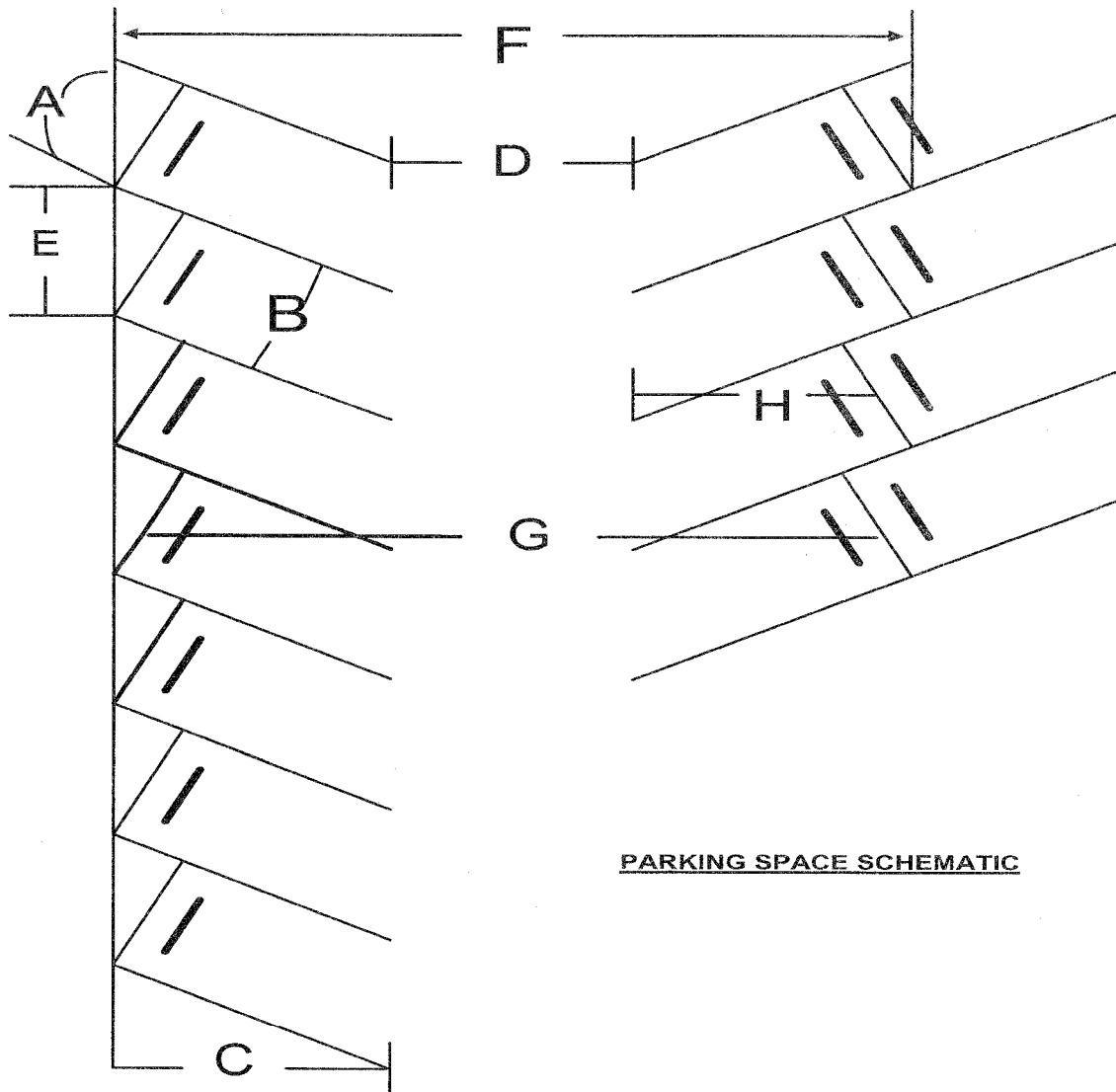
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Article 7 - SITE DEVELOPMENT STANDARDS
CHAPTER 2. OFF-STREET PARKING AND LOADING

A Angle	B Space Width (feet)	C Space Depth (feet)	D Aisle Width (feet)	E Curb Length (feet)	F Wall-to-Wall Width (feet)	G Interlock-to Interlock Width (feet)	H Space Depth to Interlock (feet)	Land Use*
	9.5	19.5	18.0	10.0	57.0	55.0	18.5	Retail
	12.0	19.5	17.0	12.5	56.0	54.0	18.5	Handicapped
75	9.0	19.5	23.0	9.5	62.0	60.0	18.5	General
	9.5	19.5	22.0	10.0	61.0	59.0	18.5	Retail
	12.0	19.5	21.0	12.5	60.0	58.0	18.5	Handicapped
80	9.0	19.5	24.0	9.0	63.0	62.0	19.0	General
	9.5	19.5	23.0	9.5	62.0	61.0	19.0	Retail
	12.0	19.5	22.0	12.0	61.0	60.0	19.0	Handicapped
90	9.0	18.5	26.0	9.0	63.0	63.0	18.5	General
	9.5	18.5	25.0	9.5	62.0	62.0	18.5	Retail
	12.0	18.5	24.0	12.0	61.0	61.0	18.5	Handicapped

Note:

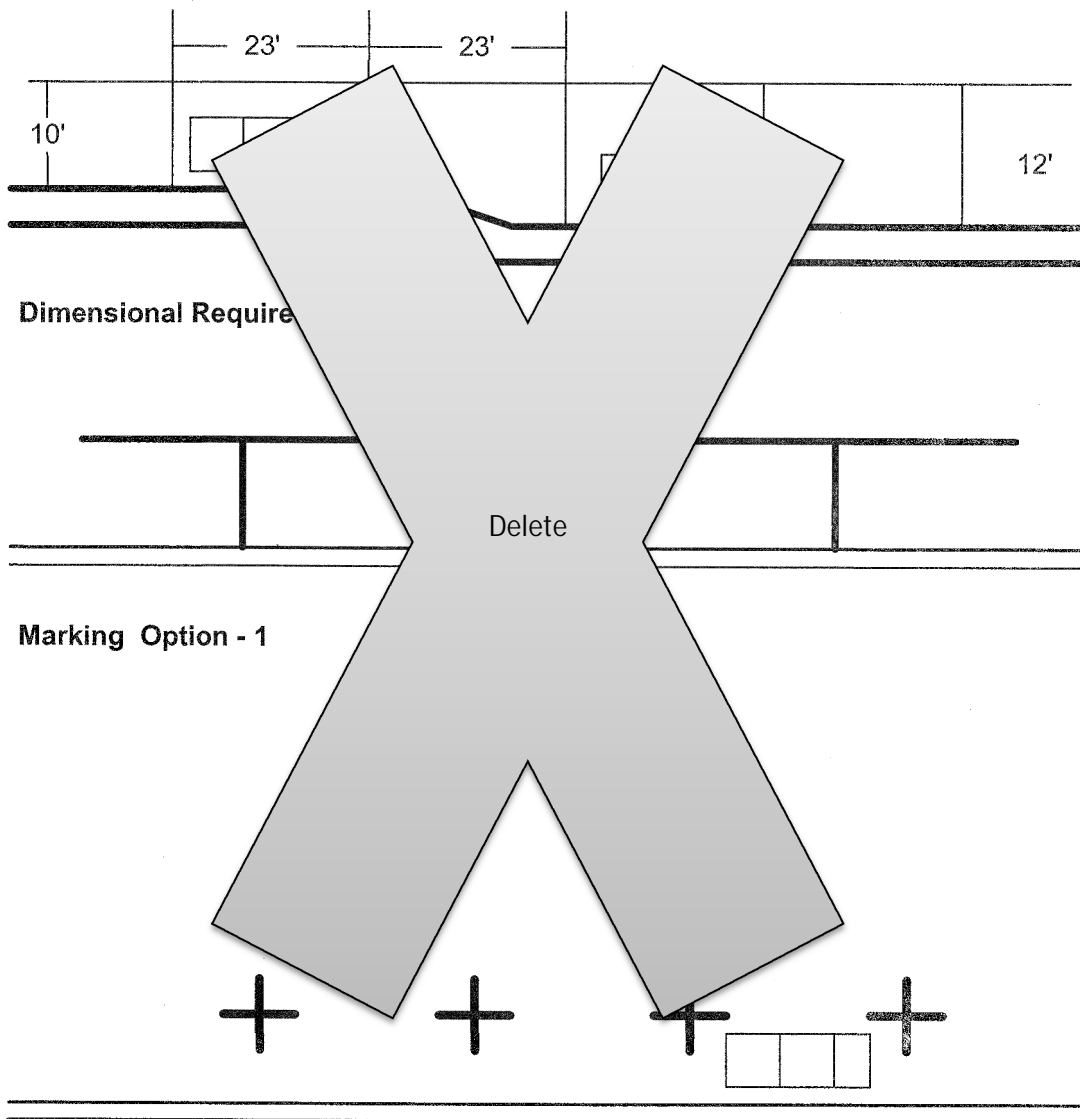
- 1) Dimensional requirements for parking spaces shall vary depending on the angle of parking provided and the land use served.
- 2) ~~The term "General" applies to parking spaces designated to serve all commercial uses, except retail uses, and also residential uses with shared parking lots. Spaces reserved for use by persons with disabilities shall be governed by the rows labeled "Handicapped". The "unspecified" row provides a guideline for the design of spaces above the minimum required width.~~

Exhibit 1

Article 7 - SITE DEVELOPMENT STANDARDS
CHAPTER 2. OFF-STREET PARKING AND LOADINGFIGURE 7.2-1
PARKING SPACE SCHEMATIC

- A – Angle
- B – Space Width
- C – Space Depth
- D – Aisle Width
- E – Curb Length
- F – Wall-to-wall
- G – Interlock to interlock
- H – Space Depth to interlock

Exhibit 1

Article 7 - SITE DEVELOPMENT STANDARDS
CHAPTER 2. OFF-STREET PARKING AND LOADINGFIGURE 7.2-2
PARALLEL PARKING DIMENSIONAL STANDARD AND MARKING OPTION

- Marking Option - 2**
2. Construction and design of parking area.
 - a. General on-site circulation standards.
 - i. There shall be safe, ~~adequate~~, and convenient arrangement of pedestrian pathways, bikeways, parking aisles, roads, driveways, and off-street parking and loading spaces within parking areas.
 - ii. ~~Streets, pedestrian walks, parking areas, and open space shall be designed as integral parts of an overall site design which shall be properly related to existing and proposed buildings, adjacent uses and landscaped areas.~~

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- iii. The materials used ~~in the design of~~ for paving, lighting fixtures, retaining walls, fences, curbs and benches shall be of good appearance, ~~easily and maintained and indicative of their function.~~
 - iv. Parking lots shall be maintained in a safe operating condition and manner ~~as to not create a hazard or nuisance.~~
- b. Pedestrian circulation.
- i. Structures, vehicular circulation lanes, parking spaces, driveways, and open spaces shall be designed to provide logical, impediment free pedestrian movement. The site shall be arranged so that pedestrians moving between buildings are not unnecessarily exposed to vehicular traffic.
 - ii. Paved, landscaped or comfortably graded pedestrian walks shall be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings.
 - iii. Where off-street parking spaces directly face a structure, and are not separated by an access aisle from the structure, a paved pedestrian walkway shall be provided between the front of the parking space and the structure. The walkway shall be a minimum of ~~four (4)~~ five (5) feet wide, exclusive of vehicle overhang, and shall be separated from the parking space by concrete wheel stops or continuous curbing. Residential vehicular use areas are exempt from this standard.
- c. Paving and drainage design.
- i. Review and approval by Village Engineer. The drainage design shall be reviewed and approved by the Village Engineer before a permit may be issued, ~~and no permit shall be issued until the drainage design is approved by the Village Engineer.~~
 - ii. Materials. Unless otherwise provided in this section, all vehicular use areas and specialized vehicular use areas shall be improved either with: (a) a minimum of a six (6) inch shellrock or limerock base with a one ~~(4)~~ inch hotplant mix asphaltic concrete surface; or (b) a base and surface material of equivalent durability, as certified by the developer's engineer. Responsibility for pavement failure occurring as a result of inadequate alternative base and surface material design shall fall on the certifying engineer.
 - iii. Maintenance of paved vehicular use areas. All vehicular use areas or specialized vehicular use areas shall be maintained in good condition to prevent any hazards, such as cracked asphalt or potholes.
 - iv. Shell rock. The uses and associated features approved by the DRC or within the EOZD listed below may construct surface parking lots with shellrock or other similar material except for parking areas connected to a paved public street, ~~such areas shall be paved.~~ When the parking area is adjacent to a paved, public road, a paved driveway apron must be constructed which extends a minimum of 24 feet wide and 60 feet long from the edge of the paved roadway in all directions or 20 feet from the edge of the paved roadway when a cattle grate is provided. The shell rock parking areas must be maintained.
 - ~~(a) Agricultural uses with less than twenty (20) spaces.~~
 - ~~(b) Communication towers in the agricultural districts.~~
 - ~~(c) Camps in the agricultural districts.~~
 - ~~(d) Greenhouses and nurseries in the agricultural districts.~~
 - ~~(e) Driveways in the EOZD Rural Residential District (f) serving residential uses on unpaved roads.~~
 - ~~(g) Other similar uses when approved by the Development Review Committee.~~

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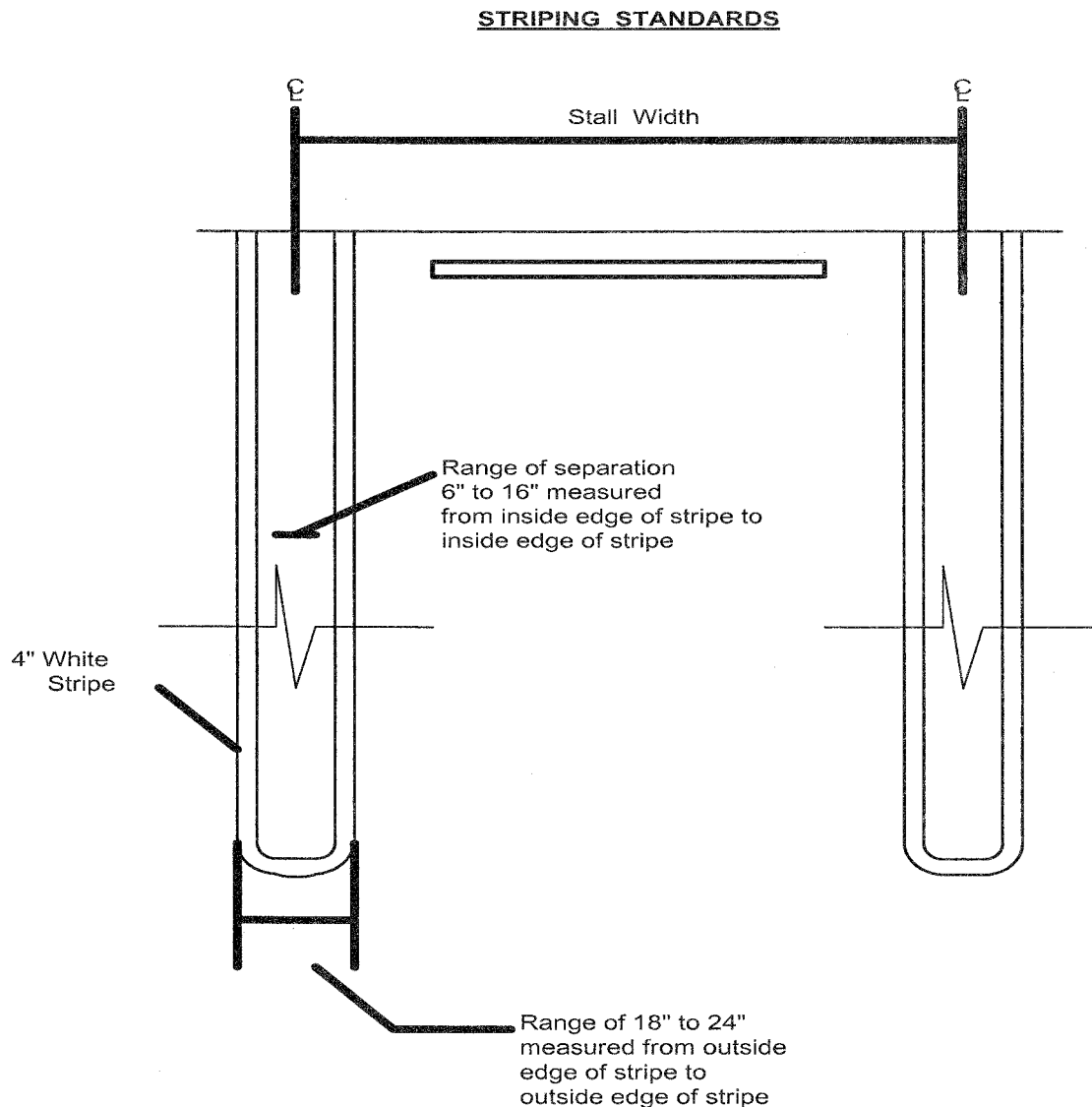
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- v. Wheelstops or curbing required. Wheel stops or continuous curbing shall be placed two and one-half ~~(2.5)~~ feet back from walls, poles, structures, pedestrian walkways or landscaped areas. The area between any wheel stop and required landscaped strip may be landscaped, rendering the paved space area ~~fifteen (15)~~ to ~~sixteen (16)~~ feet in length, depending on the angle of parking provided.
- d. Lighting. If a vehicular use area, or a specialized vehicular use area, is to be open for use after dark, it shall be lighted. Lighting shall be arranged and designed so that no source of light is directed toward any adjoining or nearby land used or classified for residential use. Lighting shall be designed to shield public streets and all other adjacent lands from direct or distracting glare, or hazardous interference of any kind. Vehicular use areas shall not be lighted at any other time than the hours of operation of the use that the parking is intended to serve, except for necessary security lighting. Parking lot lighting shall comply with the outdoor lighting standards of Section 7.8.2 (Outdoor lighting standards).
- e. Marking. Except for parallel parking spaces, parking lots containing spaces for three (3) or more vehicles shall delineate each space by double stripes on each side of the space. All stripes shall be painted in white paint except for handicapped spaces which shall have blue stripes. The width of the painted stripe shall be four (4) inches. The separation from inside edge of stripe to inside edge of stripe shall be no less than eight (8) inches and no more than ~~sixteen (16)~~ inches. The effective width of the double stripes shall range from ~~sixteen (16)~~ inches to ~~twenty-four (24)~~ inches, measured from outside edge of stripe to outside edge of stripe. (See Figure 7.2-3 for an example). Marking of parallel parking spaces shall be as shown in either of the options in Figure 7.2-2.
- f. Signs. Traffic control signs and other pavement markings shall be installed and maintained ~~as necessary to insure safe and efficient traffic operation of all vehicular use areas. Such signage and marking shall~~ to conform with the Manual on Uniform Traffic Control Devices, Federal Highway Administration, U.S. Department of Transportation, as adopted by the FDOT, as revised.
- g. Drainage. Runoff from vehicular use areas shall be controlled and treated accordance with all applicable agency standards in effect at the time an application is submitted.
- h. Landscaping.
 - i. All vehicular areas shall be landscaped in accordance with the standards of Chapter 3 of Article 7.
 - ii. Renovations or additions to vehicular use areas shall provide landscape improvements. Where the renovation affects more than ~~twenty-five percent (25 %)~~ of the vehicle use area or an addition is greater than ~~twenty-five percent (25 %)~~ of the total vehicular use area then a Landscape Betterment Plan shall be provided for the entire vehicular use area which: ~~(a) — Meets the requirements of Chapter 3 of Article 7, the Landscape Code, and~~
~~(b) — permits safe and logical transition between old and new vehicular use areas.~~
- i. Preservation. Existing vegetation shall be preserved and incorporated into the landscaping for the vehicular use area to the fullest extent possible in conformance with Chapter 5 of Article 7.

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CHAPTER 2. OFF-STREET PARKING AND LOADING

FIGURE 7.2-3
STRIPING-STANDARDS



M. Ingress and egress to vehicular use areas.

1. Ingress and egress. Each parking space shall have appropriate access to a street or an alley. Only dwelling units with no more than two (2) units shall be allowed backward egress from a driveway onto a local street. In all other cases, maneuvering and access aisle area shall be sufficient to permit vehicles to enter and leave the vehicular use area or specialized vehicular use area in a forward motion.
2. Dimensions of access ways. Access ways, ~~except those associated with residential uses,~~ shall be subject to the following dimensional standards.

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TABLE 7.2-4
DIMENSION OF ACCESS WAYS

Minimum Width at Street*	Feet
One-Way	15
Two-Way	25
Two-way with Median**	40
Two-way without Median	35
Right Turn Radius***	
Minimum	25
Maximum	30

* Measured along right-of-way line at inner limit of curbed radius sweep or between radius and near edge of curbed island at least fifty (50) square feet in area. The minimum width applies principally to one-way driveways. Widths exceeding these standards may be approved by the Planning & Zoning Director or the Village Engineer, depending on the use.

** Excluding median. A width of Twenty (20) feet of unobstructed pavement shall be on both sides of median, excluding guard houses and landscape islands.

*** On side of driveway exposed to entry or exit by right-turning vehicles.

N. Queuing standards. In addition to meeting the minimum off-street parking and loading standards of this section, all drive-through establishments shall meet the standards listed below:

1. Queuing shall be provided for all drive-through establishments. Each queuing lane shall be clearly defined and designed so as not to conflict or interfere with other traffic using the site. Each queuing space shall be a minimum of 10 feet by 20 feet; and
2. A by-pass lane a minimum of ~~twelve (12)~~ 10 feet wide shall be provided before or around the point of service. ~~if the parking lot is designed for one-way traffic flows.~~ Subject to DRC the Zoning Division's approval, a by-pass lane may not be required if the queuing lane is adjacent to a parking lot lane which could function as a by-pass lane. ~~(See Alternate Solutions to By-Pass Lane Requirement below.)~~ The by-pass lane shall be clearly designated and distinct from the queuing area; and

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Alternate Solutions To By-Pass Lane Requirement
Alternate 1

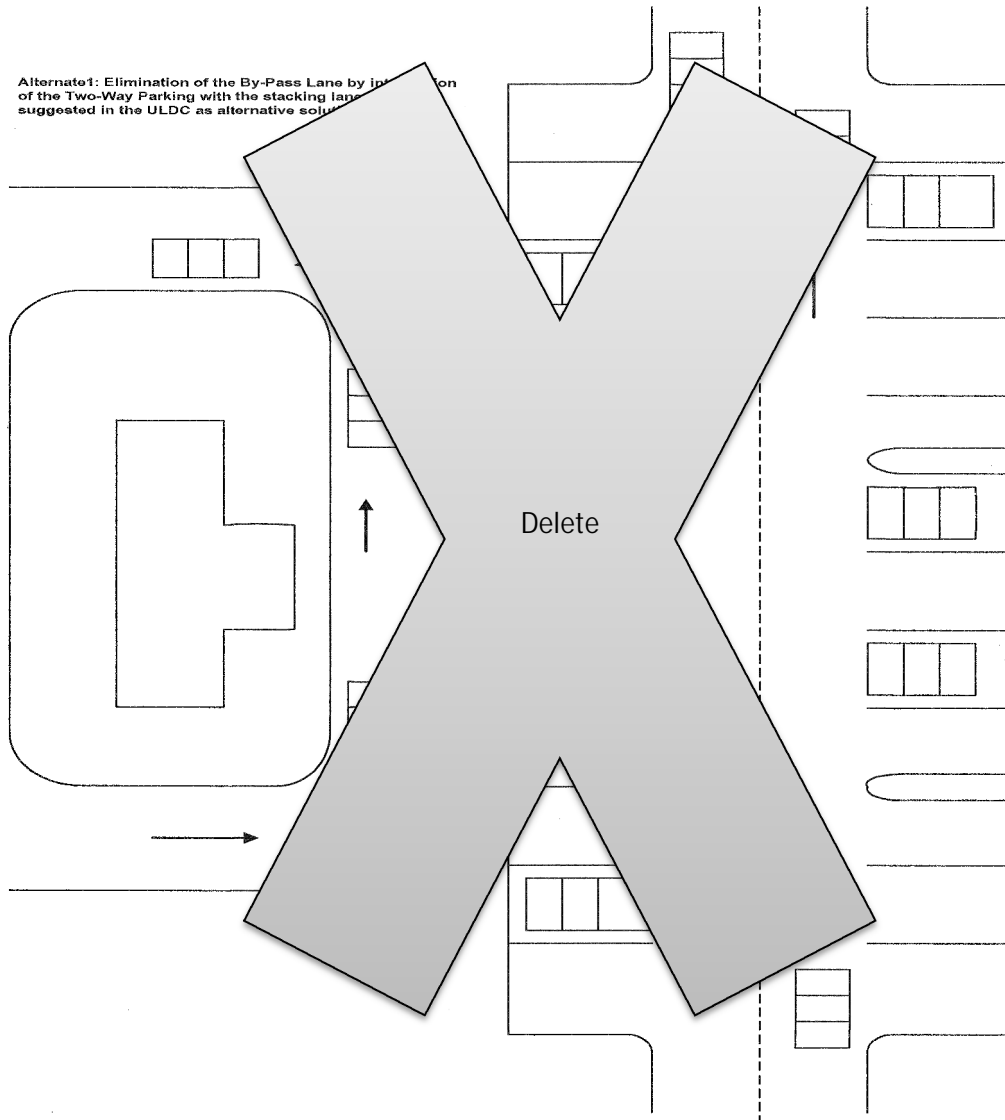
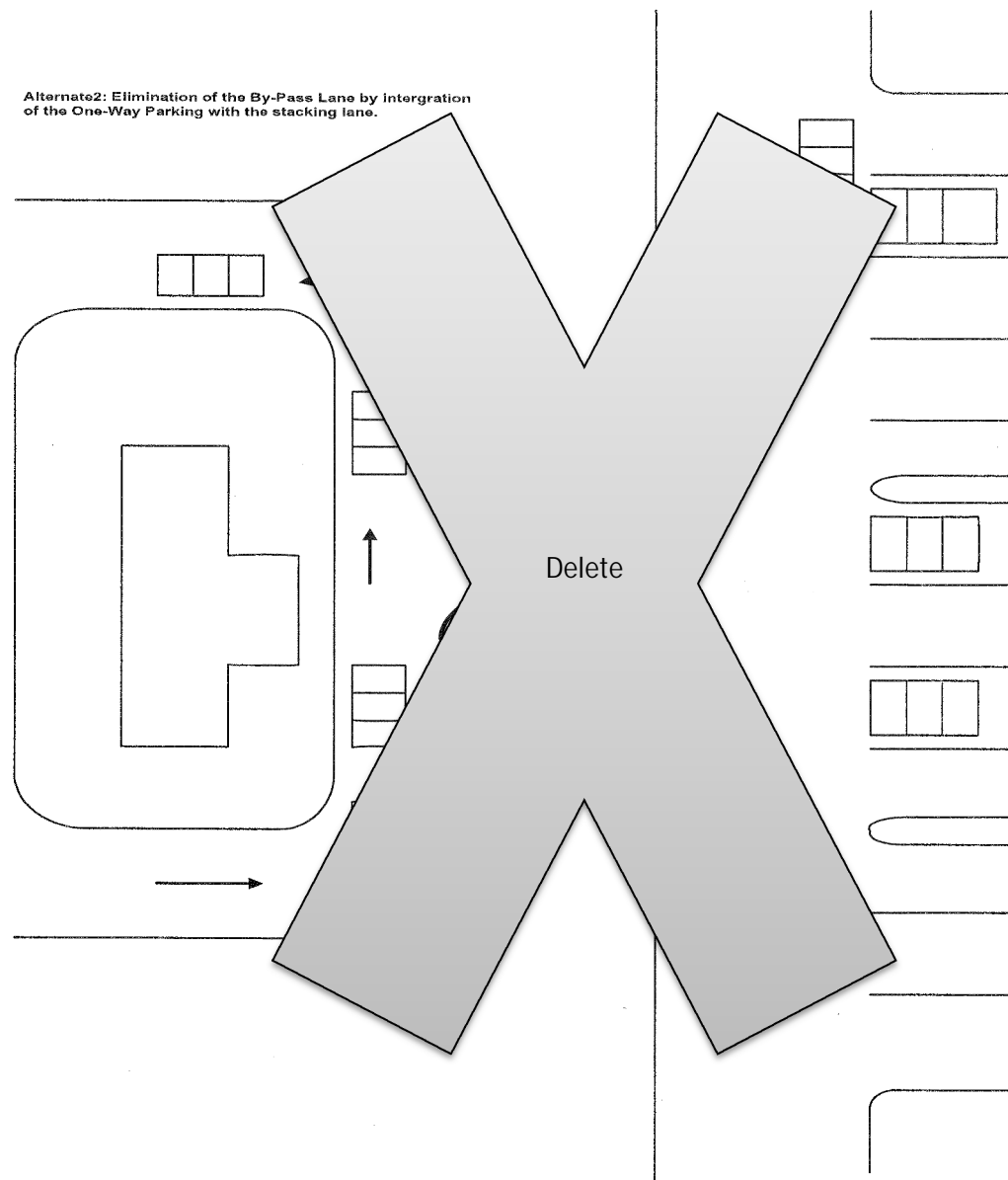


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Alternate Solutions To By-Pass Lane Requirement
Alternate 2



3. For each queuing lane ~~(not the total for the site)~~, the minimum number of required queuing spaces, including the one accommodating the vehicle being serviced, shall be as provided in Table 7.2-5. ~~Each queuing space shall be a minimum of ten (10) feet by twenty (20) feet in size. Unless otherwise indicated below, queuing shall be measured from the front of the stopped vehicle (that would be located at the point of ultimate service) to the rear of the queuing lane. One additional queuing space shall be provided after the point of service for all uses.~~

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**TABLE 7.2-5
MINIMUM QUEUING STANDARDS FOR DRIVE-THROUGHS**

<u>Drive Through</u> Use	Number of Spaces
Drive Through Financial Institution: Teller Lanes Automatic Teller Lanes	5 3
Drive Through Restaurant Minimum before Menu Board	7 4
Drive Through Car Wash: Automatic Self-Service	5 3
Drive Through Oil Change	4
Gasoline Pump at Service Station	<u>30-20</u> feet of Queuing at Each End of Pump Island
Drive Through Convenience Store	3
Drive Through Dry Cleaning or Laundry	3
Drive Through General Retail	4
Commercial Parking Lot	<u>3</u>
Vehicular Inspection Station	15

O. Public, private or commercial parking lots.

- General. ~~Where permitted by a Class "B" conditional use,~~ Off-street parking lots and structures shall be allowed as the principal use where permitted as a conditional use. These parking lots shall not be contiguous to lands used or zoned for residential purposes. Parking spaces may be rented for parking. No other business of any kind shall be conducted on the lot, including repair, service, washing, display or storage of vehicles or other goods. Review of parking lots and structures shall consider the proposed operation of the lot. The standards of this section, including signage, maneuvering, and backup distances may be varied, based on the proposed operation.
- Design. Plans for parking lots shall be drawn to a scale no smaller than one (1) inch equals ~~fifty (50)~~ feet and show the layout of the street connection and access ways, drainage provisions, signs, surfacing, curbs or barriers, street connections and access ways of lands located contiguous and directly across the street, and the location and type of landscaping.
- Street connections. Street connections (entrances and exits) shall be located to present the least interference with traffic and the least nuisance on any adjacent street. The point of entrance control shall be located to provide four (4) car queuing (minimum of ~~eighty (80)~~ feet) distance from the right-of-way.

The location, size and number of entrances and exits shall be subject to the approval of the Development Review Committee.

P. Standards for parking structures.

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1. General. All public or private parking garages may be used to meet off-street parking standards for any use or combination of uses, ~~and such structures shall be considered accessory to the principal use. Garages shall be designed to meet or exceed the following standards.~~ All public or private parking garages shall comply with the standards for surface parking lots with regard to marking, signage and minimum number of spaces to be provided.
2. Site plans. When the parking facilities are housed in ~~an underground garage or~~ a multi-storied structure or on the roofs of buildings, a Site Plan/Final Subdivision Plan shall be submitted thereunder for approval of interior traffic circulation, slope of ramp, ease of access and utilization of ramps, for parking space and aisle dimensions, proper traffic control signing and pavement marking for safe and efficient vehicular and pedestrian operation, for location of entrances and exits on public roads, for approval of sight distances at such entrances and exits and at corners of intersecting public roads, and for approval of the effective screening of the cars located in or on the parking structures from adjoining lands and from public roads.
3. Design standards.
 - a. ~~Module width standards.~~ The unobstructed distance between columns or walls measured at any point between the ends of the parking aisle shall be as specified in Table 7.2-6.

TABLE 7.2-6
MINIMUM PARKING STRUCTURE MODULE WIDTHS

Angle	Parking on Both Sides of Aisles	Parking on One Side of Aisle
90	60 feet one-or two-way aisle	43 feet one-or two way aisle
75	59 feet one-way*	40 feet one-way aisle
60	53 feet one-way aisle*	34 feet one-way aisle

* Requests for reductions of unobstructed distances will be considered if the space and aisle dimensions specified in surface parking dimensions are met and the columns are not located at the rear of the parking spaces or interfere with the opening of doors.

- b. ~~Minimum parking space widths. The minimum parking space width shall be nine (9) feet, provided that the minimum clear distances specified above are met.~~

Sec. 7.2.4. Off-street loading.

A. Computing loading standards.

1. Multiple uses. On lots containing more than one (1) use, and where the floor area used for each use is below the minimum for required loading spaces but the aggregate total floor area is greater than the minimum, off-street loading space shall be provided as if the entire building were used for that use in the building for which the most spaces are required. In such cases, the Planning & ~~Zoning~~ Director may make reasonable requirements for the location of the required loading space.
2. Fractions. When calculation of the number of required off-street loading spaces results in a fractional number, a fraction of less than one-half (0.50) shall be disregarded and a fraction of one-half (0.50) or more shall be rounded to the next highest full number.
3. Floor area. Loading standards that are based on square footage shall be computed using gross floor area (GFA).

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4. ~~Unlisted uses or other cases of uncertainty. If there is uncertainty about the amount of loading space required by the provisions of this section as a result of indefiniteness about the proposed use, the maximum standard for the general type of use that is involved shall govern. Where the required number of loading spaces is not set forth for a particular use, and where there is no similar general type of use listed in this section, the Planning & Zoning Director shall determine the basis for the number of spaces to be provided by determining the off-street loading demand for the most similar use.~~
- B. **Loading space ratios.** Off-street loading spaces shall be provided in accordance with the standards of the off-street parking and loading schedule in Table 7.2-1. The letters shown in the "loading" column of the schedule shall correspond to the at the following ratios:
1. ~~Standard "A". One (1) space for the first five thousand (5,000) square feet of floor area, plus one (1) space for each additional thirty thousand (30,000) square feet of floor area; One (1) space for every 15,000 square feet of gross floor area up to 100,000 square feet; and~~
 2. ~~Standard "B". One (1) space for the first ten thousand (10,000) square feet of gross floor area, plus one (1) space for each additional fifteen thousand (15,000) square feet of floor area; One (1) space for every 50,000 square feet of gross floor area over 100,000 square feet; and~~
 3. ~~Standard "C". One (1) space for the first ten thousand (10,000) square feet of gross floor area, plus one (1) space for each additional one hundred thousand (100,000) square feet of floor area; and One (1) space is required for all restaurant uses. The Development Review Committee (DRC) may determine if the loading space is not required based on the type of restaurant, approximate location to other loading spaces and/or the site configuration.~~
 4. ~~Standard "D". One (1) space for each fifty (50) beds for all facilities containing twenty (20) or more beds.~~
- C. **Location of spaces.** Loading berths and related space shall be located directly adjacent to the building which requires designated loading space. Loading areas shall be proportionately distributed throughout the site.
- D. **Loading demand statement.** All applications for new or increased use or capacity for nonresidential establishments shall include a statement outlining the use's projected normal demands for loading and unloading, and a plan showing the location on the lot of the off-street loading space to be provided, in accordance with the provisions of this section.
- E. **Relationship to streets and off-street parking areas.**
1. A street or walkway shall not be used for loading or unloading materials.
 2. An off-street loading area shall not be used to satisfy any off-street parking standards, and the location of the loading area shall not interfere with the free circulation of vehicles in the off- street parking area.
 3. Where loading areas are directly adjacent to or integrated with an off-street parking lot, the Development Review Committee may require installation of physical barriers, such as curbing, fences, solid hedges, or other means for separation of loading areas from parking areas and pedestrian traffic.
- F. **Dimensional standards and design requirements.** Required off-street loading spaces shall be subject to the following minimum dimensional standards:
1. Width. A single loading berth shall have a minimum width of ~~fifteen (15)~~ thirteen (13) feet. Additional loading berths that lie alongside, contiguous to, and not separated from a first loading berth shall be a minimum of ~~twelve (12)~~ thirteen (13) feet in width;
 2. Length. All loading berths shall be a minimum of ~~fifty-five (55)~~ thirty (30) feet in length;
 3. Maneuvering apron. An area equal to the width and length of the berth shall be provided for vehicle maneuvering directly behind the loading berth it is intended to serve;

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4. Vertical clearance. A vertical clearance of at least ~~fifteen~~ (15) feet shall be provided throughout the berth and maneuvering apron; and
5. Distance from intersections.
 - a. Distance. No loading space or berth shall be located within ~~forty~~ (40) feet of the nearest point of the edge of pavement or curb of any two ~~(2)~~ intersecting streets.
 - b. Setback. The surfaced portions of all loading areas, excluding driveways, shall be setback at least ~~twenty~~ (20) feet from all front or side corner lines. When located at the rear of a building, a minimum five-foot setback from the property line of all land under separate ownership or control shall be required.

G. **Entrances and exits.** The location and design of entrances and exits shall be in accordance with Section 7.2.3.M (Ingress and egress to vehicular use areas) and Section 7.7 (Driveways and Access).

TREES FOR UNDER POWER LINES

LATIN NAME	COMMON NAME
Averrhoa carambola.	Carambola
Caesalpinia gilliesii	Paradise Poinciana
Caesalpinia mexicana	Mexican Poinciana
Caesalpinia pulcherrima	Flowerfence Poinciana
Callistemon rigidus	Upright Bottlebrush
Callistemon viminalis	Weeping Bottlebrush
Cassia spp.	Cassia spp.
Cassia surattensis	Cassia Glaucus
Citrus spp.	Citrus except Grapefruit
Clusia rosea	Pitch Apple
Conocarpus erectus sericeus	Silver Buttonwood
Cordia sebastina	Geiger Tree
Eriobotrya japonica	Loquat
Exothea paniculata	Inkwood
Guapira dicolor	Blolly
Ilex cassine	Dahoon Holly
Krugiodendron ferreum	Black Ironwood
Lagerstroemia indica	Grape Myrtle
Ligustrum lucidum	Tree Ligustrum
Lysiloma bahamensis	Wild Tamarind
Manilkara roxburghiana	Mimusops
Millettia ovalifolia	Millettia

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Myrica cerifera	Wax Myrtle
Nectandra coriacea	Lancewood
Pimenta dioica	Allspice
Plumeria rubra	Frangipani
Poinciana pulcherrima	Dwarf Poinciana
Tabebuia caraiba	Silver Trumpet Tree
Tabebuia chrysotricha	Golden Trumpet Tree
Tabebuia impetiginosa	Purple Tabebuia Tree
Tecoma stans	Yellow Elder

- H. **Paving and drainage.** All loading areas shall be paved in accordance with the provisions of Section 7.2.3.L.2 (Paving and drainage design).
- I. **Access marking.** Each off-street loading space shall be provided with safe and convenient access to a street, without it being necessary to cross or enter any other required loading space. If any loading space is located contiguous to a street, ingress and egress to the street side shall be provided only through driveway openings. The dimension, location and construction of these driveways shall be designed in accordance with the provisions of this section. In addition, off-street loading spaces which have three (3) or more berths shall have individual spaces marked, and spaces shall be so arranged that maneuvering to and from a loading space shall be on the same lot unless approved by the Development Review Committee. Maneuvering shall be permitted in an alley upon the approval of the Development Review Committee if surrounding uses are compatible with the subject use.
- J. **Reduction in required loading space.** All required off-street loading spaces and their appurtenant aisles and driveways shall be deemed to be required space and shall not be encroached upon or reduced in any manner except upon approval by the Development Review Committee, in the following circumstances:
1. Reduction in number of berths.
 - a. Change in use. The number of loading spaces may be proportionately reduced if the space is not needed as a result of a reduction in size or change in the nature of the use to which loading spaces are served.
 - b. Administrative reduction. For uses which contain less than ~~ten thousand~~ (10,000) square feet of total floor area, the Development Review Committee may waive or reduce the loading standards whenever the character of the use ~~is such as to make unnecessary~~ does not require the full provision of loading facilities ~~and where such provision would impose an unreasonable hardship upon the use of the lot.~~
 2. Reduction in size of berth. Reduced space dimensions shall be permitted upon a finding that all of the following standards have been met:
 - a. The ~~manner of~~ operation proposed is such that spaces of the required dimensions are unnecessary because, the size, character, and operation of the use will not regularly involve service by motor vehicles which require the dimensions of an off-street loading berth, such as, but not limited to the following uses: bowling alleys and other recreational establishments, financial institutions, funeral chapel and funeral homes, nursing homes, offices, and personal service establishments;

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- b. The uses are likely to continue or to be succeeded by others for which the same space dimensions will be adequate, or that any additional loading space necessary could be provided in a logical location without creating violations of other standards; and
 - c. Any reduction provides for a minimum space length of ~~fifteen (15)~~ feet, a space width of at least ~~twelve (12)~~ feet, maneuvering apron of at least ~~twenty (20)~~ feet in length and ~~twelve (12)~~ feet in width, and a vertical clearance of ~~ten (10)~~ feet.
- K. **Repair activities.** No motor vehicle repair work except emergency repair service, shall be permitted in any required off-street loading facility.
- L. **Landscaping.** All off-street loading areas shall be landscaped in accordance with Section ~~7.32.4.L~~.

[Ord. No. 2003-18; September 9, 2003; Sec. 7.2.3; Ord. No. 2004-11; July 13, 2004; Secs. 7.2.3]



I. PETITION DESCRIPTION

Petition Number: ZTA 2015-002

Ordinance Number: Ordinance No. 2015-04

Project Name: Article 7, Chapter 2. Off-street Parking and Loading

Applicant/Petitioner: Wellington

Request: Zoning Text Amendment (ZTA) amending Article 7, Chapter 2. Off-street Parking and Loading of Wellington's Land Development Regulations.

II. BACKGROUND

The Planning Staff are working to update the Wellington Land Development Regulations Amendments. The objectives are to simplify the code, reduce the overall number of pages and tailor the code provisions to Wellington. The code was initially modeled after Palm Beach County's Unified Land Development Regulations. The code update is being done incrementally by Article and Chapter. This is one of many pending text amendments which will include proposed changes to the permitted use table, zoning district updates and simplification of the site development standards. The proposed changes will address the organization of the code and will also adjust some code provisions.

This proposed amendment is to Article 7, Site Development Standards, Chapter 2. Off-street Parking and Loading of the Wellington Land Development Regulations (LDR). The amendments are designed to achieve several objectives:

1. General "improvement" of the chapter;
2. Simplification of the off-street parking and loading requirements by use;
3. Simplification of parking requirements for non-residential properties to support use conversions;
4. Reduction to the number of pages in the code.

It is important to note while the proposed amendments may appear to be a significant change to the parking requirements, the amount of parking required for a residential or non-residential development is not being reduced. The majority of the changes

discussed in detail below, simply consolidates uses or reduces them to a general use such as “retail”. The purpose of Chapter 2 as indicated in the LDR is to ensure off-street parking is provided “in proportion to the density and intensity of the site” which still remains.

III. ANALYSIS

Chapter 2. Off-street Parking and Loading, referred to as the “parking code”, regulates the amount of off-street parking and loading spaces which is sometimes referred to as the parking ratio provided on a property based upon the uses and the respective density (number of units) or intensity (gross floor area). The uses are divided into five categories – (1) Residential, (2) Public, Civic and Recreational (outdoor), (3) Commercial, (4) Agricultural, and (5) Industrial. Uses (2) through (5) are collectively referred to as non-residential uses. The following sections provide supporting information and explain the recommended changes.

Residential Parking Ratios - For residential the parking ratio requirement is based per unit and includes an additional requirement for guest parking for multi-family areas. The current code requires two spaces per unit for single family residential. Parking spaces for multi-family are based on the number of bedrooms within each unit. For multi-family residential, parking spaces are required at 1.25 spaces per efficiency unit, 1.75 spaces per one or two bedroom and two spaces per unit for three or more bedrooms. The multi-family also require guest parking be provided at a ratio of 0.25 spaces per unit.

At the June 3, 2015 workshop meeting with the Planning Zoning and Adjustment Board it was discussed to provide additional parking spaces for units with four (4) or more bedrooms. The recommendation is to change the parking ratio to a flat space requirement per unit (two spaces per unit) for both single family and multi-family up to three (3) bedrooms and units with four (4) or more bedrooms will require an additional parking space per bedroom. The multi-family is still required to provide additional guest parking at a ratio of 0.25 spaces per unit. The single family and guest parking requirements are not being changed.

The current code requirement was evaluated for the proposed two spaces per unit parking ratio for existing and approved multi-family residential developments in Wellington. The multi-family developments range in size from six acres up to more than 30 acres and range from 100 to 400 total units. The typical multi-family development is rental but several are condominiums. Each development has a different distribution of one, two, and three or more bedroom units. Under the current code, the average parking space per unit is 1.8 spaces. The recommendation is to simplify the multi-family residential parking requirement, making it the same as single family at two parking spaces per unit. The evaluation shows rounding the average parking space per unit up to two spaces per unit would require 20 additional spaces for every 100 units in a multi-family project. The proposed change would not result in requiring fewer spaces than currently required. The additional spaces would also supplement the guest parking spaces being provided. In most cases, the new total parking requirement as proposed is only slightly higher than what has actually been built. Those developments which would

require more than 20 additional spaces typically have mostly one and two bedroom units.

Non-residential Parking Ratios - For non-residential uses, the parking ratio is typically one (1) space per calculated square feet of gross floor area. The most common ratio is one (1) space for every 200 or 250 square feet. This equates to five (5) or four (4) spaces per 1,000 square feet of gross floor area. The recommendation is to use a “default” ratio of one (1) space per 200 square feet (five spaces per 1,000 square feet). This will allow most properties and buildings to easily transition between different uses without creating any parking non-conformities. The objective is to support both flexibility and viability of the existing commercial properties in the Village.

The list of uses in the Parking Standard Table is very detailed and precise for certain uses but the current parking ratio can be confusing. For example, “Bakeries, retail” is one space per 200 square feet which is the same as “Retail sales, general”. It’s also recommended to eliminate detailed uses and consolidate several groups into a general use category. The parking requirement for “Retail” would apply to all retail type sales. This will simplify the parking code and eliminate the misconception parking ratios need to be so precise.

This recommended change to the parking ratios based upon uses can be put into the following categories:

1. Captured/Consolidated uses – uses are combined with another use that have a general use classification which may apply.
2. Deleted uses – not applicable to Wellington or otherwise not needed in parking code

Deleted Uses

Airports, landing strips, and heliports
Convent or cloister
Retreat house
Auction, open and vehicular
Boatyard
Camp
Entertainment, outdoor
Marina
Utility, public or private
Retail sales, mobile or temporary enclosed
Retail sales, mobile or temporary open
Yacht club
Agricultural use, accessory
Farming, general
Migrant farm labor quarters

3. Added uses – uses not captured under existing uses

Added Uses

Clubhouse (Recreational Pod)
Nursery, retail
Nursery, wholesale
Contractors or storage yard

Parking Space Width - Another proposed change to the parking code is to establish a single, minimum parking bay width. Currently the code has two minimum width standards – general (9.0 feet wide) and retail (9.5 feet wide). The recommendation is to eliminate the general width and use the retail 9.5 feet width for all parking areas.

Loading Space Ratio - The recommended changes also propose to simplify the loading requirements. The current requirements require loading space based upon specific use. To simplify the loading requirements and allow non-residential developments to transition between uses without creating a future issue with loading spaces. The recommendation is to change from a loading requirement based upon the use to a more general requirement based upon the size of the structure. Restaurants will still be required to provide a loading space based on their use. The intent is to establish a loading space standard which allows a project or property to easily transition future tenants between different uses in order to support the project's long-term flexibility and viability. Below are recommended loading space ratios.

1. One (1) space for every 15,000 square feet of gross floor area up to 100,000 square feet; and
2. One (1) space for every 50,000 square feet of gross floor area over 100,000 square feet; and
3. One (1) space is required for all restaurant uses. The Development Review Committee (DRC) may determine if the loading space is not required based on the type of restaurant, approximate location to other loading spaces and/or the site configuration.

The remainder of the proposed changes is house cleaning, such as deleting certain graphics which are no longer considered useful and certain text changes to clarify sections but not change the substance of the regulations.

As a point of information, a Zoning Text Amendment (ZTA) application has been submitted which requests changes to the grass parking provisions particularly for “assembly and equestrian uses.” Staff is working with the applicant on these requested changes in the Equestrian Overlay Zoning District (EOZD) which are being discussed with the Equestrian Preserve Committee.

IV. ADVISORY COMMITTEE AND BOARDS

Equestrian Preserve Committee

The respective changes to the parking code which apply in the EOZD were presented to the Equestrian Preserve Committee (EPC) on February 11, 2015 and April 8, 2015. The EPC recommended the following changes to the stable parking ratio:

- Four (4) or fewer stalls: no required parking
- Five (5) -100 stalls: one (1) space per three (3) stalls
- 101+ stalls: one (1) space per two (2) stalls
- All parking provided for stalls shall be available at all times.

Planning Zoning and Adjustment Board

The proposed parking code changes were presented to the Planning Zoning and Adjustment Board (PZAB) at a workshop on June 3, 2015. The PZAB discussed the following changes:

- Additional parking spaces for units with four (4) or more bedrooms.
- Minimum bay width of 9.5 feet for both general and retail parking space.

At the formal PZAB meeting on August 5, 2015, the Board recommended approval (5-0) per staff's recommended amendments with the requirement of one (1) additional parking space for all residential units with four (4) or more bedrooms.

IV. PUBLIC NOTIFICATION/COMMENTS

As required by the Land Development Regulations and Florida Statutes, public notification was placed in the Palm Beach Post advising the public that a public hearing on the proposed ordinance would take place on date(s) set forth below.

Planning Zoning and Adjustment Board (PZAB) Meeting

Newspaper: July 21, 2015
Meeting Date: August 5, 2015

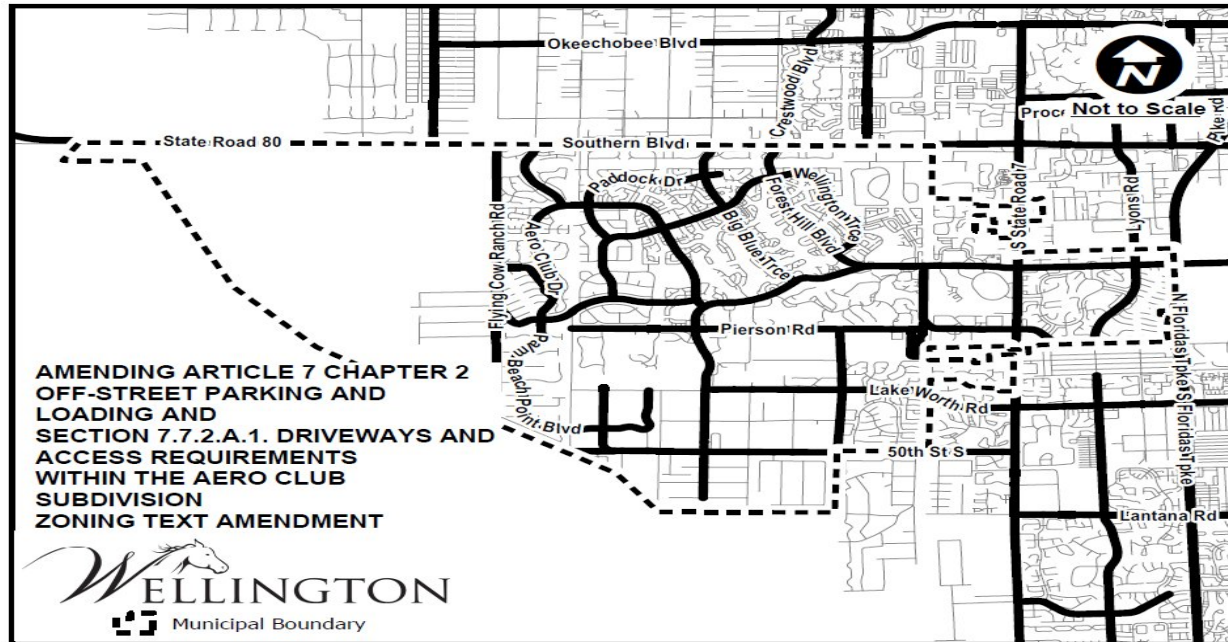
Council Meeting

Newspaper: August 26, 2015
Meeting Date: September 10, 2015

Staff did not receive any inquiries regarding the newspaper advertisement for this petition as of September 9, 2015 when the staff report was published.

V. STAFF RECOMMENDATION

Approval of a Zoning Text Amendment (Petition Number ZTA 2015-002) to amend Article 7, Chapter 2. Off-street Parking and Loading of the Land Development Regulations as presented.



PLANNING, ZONING AND ADJUSTMENT BOARD ZONING TEXT AMENDMENT

Wellington Council will hold public hearing on the adoption of the following Ordinance:

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING ARTICLE 7, SITE DEVELOPMENT STANDARDS, CHAPTER 2, OFF-STREET PARKING AND LOADING OF THE LAND DEVELOPMENT REGULATIONS OF THE VILLAGE OF WELLINGTON; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 7.7.2.A.1 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO DRIVEWAYS AND ACCESS REQUIREMENTS TO PROVIDE FOR ADDITIONAL ACCESS WAYS WITHIN THE AERO CLUB SUBDIVISION; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Said public hearing will be held as follows:

WELLINGTON COUNCIL

Location: Village Hall
12300 Forest Hill Boulevard, Wellington, Florida.

Date: September 10, 2015 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary

All interested parties are invited to attend and be heard with respect to the proposed Ordinance. Copies of all documents pertaining to the proposed Ordinance are available in the Planning, Zoning and Building Division at the address listed below and can be reviewed by the public Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m.

Planning and Zoning Division
12300 Forest Hill Boulevard,
Wellington, Florida, 33414
(561) 791-4000

Be advised that anyone choosing to appeal any action with respect to any matter discussed by the Planning, Zoning and Adjustment Board will need a record of the proceedings; and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

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

Dated: August 19, 2015

Publish: The Post
August 25, 2015

Note to Publisher: Pursuant to Florida Statutes, the required advertisement shall be no less than 2 columns wide by ten inches long, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement **shall not** be placed in that portion of the newspaper where legal notices and classified advertisements appear.



Village of Wellington

Legislation Text

File #: 15-630, Version: 1

ITEM: ORDINANCE NO. 2015-08 DRIVEWAY AND ACCESS REQUIREMENTS FOR AERO CLUB SUBDIVISION ZONING TEXT AMENDMENT

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 7.7.2.A.1 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO DRIVEWAYS AND ACCESS REQUIREMENTS TO PROVIDE FOR ADDITIONAL ACCESS WAYS WITHIN THE AERO CLUB SUBDIVISION; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

REQUEST: To approve on First Reading Ordinance No. 2015-08 amending Section 7.7.2.A.1 of Wellington's Land Development Regulations (LDR) providing for additional access ways within the Aero Club Subdivision.

EXPLANATION: This Zoning Text Amendment is to amend Section 7.7.2.A.1 of Wellington's LDR to allow a third driveway access to interior lots within the Aero Club Subdivision when providing access to a permitted accessory structure such as a garage or an aircraft hangar.

Currently, the LDR grants authority to the Village Engineer to allow three driveways: (1) for lots greater than 1.75 acres; and (2) for all corner lots within the Aero Club Subdivision if it is determined that the public health, safety and welfare are not adversely impacted by such approval.

The average interior lot size within the subdivision is one acre which, under current regulations, would not be permitted to have a third driveway access. Much like a stable, direct access to the hangars and other accessory structures such as a garage, from a separate driveway is necessary in order to service or transport the equipment without interrupting the residents of the property. Potential for a third driveway on interior lots will encourage the construction of hangars and enable their beneficial use, which are an integral part of the Aero Club Subdivision.

Along with Section 7.7.2.A.1, other provisions exist in the LDR that a property must meet in order to construct a third driveway such as setbacks, separation, drainage requirements, etc. The approval of this proposed ZTA does not automatically grant a property owner permission to build a third driveway as the Village Engineer will still need to review and approve such a request.

On August 5, 2015, the Planning, Zoning and Adjustment Board unanimously approved (5-0) Ordinance No. 2015-04.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

File #: 15-630, Version: 1

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval on First Reading of Ordinance No. 2015-08 amending Section 7.7.2.A.1 of Wellington's Land Development Regulations (LDR) providing for additional access ways within the Aero Club Subdivision.

ORDINANCE NO. 2015-08

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 7.7.2.A.1 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO DRIVEWAYS AND ACCESS REQUIREMENTS TO PROVIDE FOR ADDITIONAL ACCESS WAYS WITHIN THE AERO CLUB SUBDIVISION; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Wellington's Council, pursuant to the authority granted to it in Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its Land Development Regulations; and

WHEREAS, the Wellington Council desires to amend Section 7.7.2.A.1 of Wellington's Land Development Regulations to amend Wellington's driveways and access requirements within the Aero Club Subdivision; and

WHEREAS, the unique nature of the Aero Club Subdivision warrants consideration for an additional driveway be permitted for interior lots to provide access to an accessory structure such as a garage or an aircraft hangar if the Village Engineer determines that the public health, safety, and welfare is not adversely impacted; and

WHEREAS, the Planning, Zoning and Adjustment Board, acting as the Local Planning Agency, after notice and public hearing on August 5, 2015, has reviewed the proposed Ordinance and determined that the proposed amendment is consistent with Wellington's Comprehensive Plan; and

WHEREAS, the Council has taken the recommendations from the Local Planning Agency, Wellington staff and the comments from the public into consideration when considering the amendments to the Land Development Regulations that are the subject of this Ordinance; and

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

SECTION 1. Section 7.7.2.A.1 of Wellington's Land Development Regulations is hereby amended, as follows [~~strike-through~~ formatted text is to be deleted; underline formatted text is to be added]:

Section 7.7.2 Driveways

Driveways shall be subject to the following standards.

A. Spacing

1. Local or residential access streets. Lots located on local or residential access streets shall have a maximum of two (2) driveways except that the Village Engineer may approve a third driveway in the following locations if it is determined that the public health, safety, and welfare is not adversely impacted by such approval:

- a. On lots 1.75 acres or greater; ~~and~~
- b. On all corners lots within the Aero Club Subdivision; and
- c. For all interior lots located within the Aero Club Subdivision, for which the third driveway provides access to a permitted accessory structure such as a detached garage or an aircraft hangar.

Driveways for lots located on local or residential access streets at interior locations shall maintain a minimum setback from a side or rear lot line as follows:

- a. Single Family or Multifamily driveways: two (2) feet
- b. Zero Lot Line Driveways: one (1) foot
- c. Townhouse Driveways: one (1) foot

SECTION 2. Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 3. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 4. This Ordinance shall become effective immediately upon adoption of the Village Council following second reading.

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PASSED this 10th day of September, 2015 on first reading.

PASSED AND ADOPTED this _____ day of _____, 2015, on second and final reading.

WELLINGTON

FOR

AGAINST

BY: _____

Bob Margolis, Mayor

John Greene, Vice Mayor

Matt Willhite, Councilman

Anne Gerwig, Councilwoman

John T. McGovern, Councilman

ATTEST:

BY: _____

Awilda Rodriguez, Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____

Laurie Cohen, Village Attorney

**I. PETITION DESCRIPTION:**

Petition Number: Ordinance 2015-08

Project Name: Land Development Regulation (LDR) Text Amendment – Amending Driveway and Access Requirements for Aero Club Subdivision

Applicant/Petitioner: Village of Wellington

Request: Zoning Text Amendment of Wellington's LDR amending Section 7.7.2.A.1 to allow a third driveway access to interior lots within the Aero Club Subdivision when providing access to a permitted accessory structure such as a garage or an aircraft hangar.

II. BACKGROUND:

In 2001, a Zoning Text Amendment was approved to amend Wellington's Land Development Regulations (LDRs) granting the Village Engineer authority to allow three driveways (1) for lots greater than 1.75 acres and (2) for all corner lots within the Aero Club Subdivision if it is determined that the public health, safety and welfare are not adversely impacted by such approval. At that time, Staff recommended that provision (3), all interior lots within Aero Club Subdivision that are less than 1.75 acres in size if the additional driveway services a detached accessory building such as a garage or hangar, be included.

During the public hearing process, the Planning, Zoning and Adjustment Board (PZAB) removed provision (3) based on concerns that additional driveways would change the residential appearance of the Aero Club Subdivision. The Council approved the Ordinance with PZAB recommendations.

III. JUSTIFICATION:

The Aero Club Subdivision is a unique, aeronautical residential community designed with a centrally located asphalt runway and grass taxiways that lead to private hangars. The average interior lot size within the subdivision

is one acre which under current regulations, would not be permitted to have a third driveway access. Much like a stable, direct access to the hangars and other accessory structures such as a detached garage with a separate driveway is necessary in order to service or transport equipment without interrupting the residents of the property.

The proposed Zoning Text Amendment is consistent with Goals, Objectives and Policies of the Village's Comprehensive Plan Amendment, specifically Policy 1.3.3 of the Housing Element:

Wellington shall continue to enforce its adopted Land Development Regulations that further the objective of protecting the character and quality of the individual neighborhoods that comprise Wellington. At a minimum these regulations shall include: setback, height, density and intensity regulations consistent with this plan and property maintenance standards such as lot mowing, exterior maintenance and use standards consistent with this plan and the individual neighborhoods that make up this community.

Properties within the Aero Club Subdivision are permitted to have aircraft hangars and other accessory structures. Aircraft hangars are unique to this neighborhood as no other properties within Wellington are permitted to have them. Potential for a third driveway on interior lots will encourage the construction of hangars and enable their beneficial use, which are an integral part of the Aero Club Subdivision.

Along with Section 7.7.2.A.1, other provisions exist in the LDR that a property must meet in order to construct a third driveway such as setbacks, separation, drainage requirements, etc. The approval of this proposed ZTA does not automatically grant a property owner permission to build a third driveway as the Village Engineer will still need to review and approve each request.

VII. STAFF RECOMMENDATION:

Approval of Ordinance 2015-08 amending Section 7.7.2.A.1 of Wellington's Land Development Regulations to enable a third driveway access to interior lots within the Aero Club Subdivision when providing access to a permitted accessory structure such as a detached garage or an aircraft hangar.

VIII. REVIEW PROCESS:

1. Planning Zoning and Adjustment Board:

The Zoning Text Amendment was reviewed by the Planning Zoning and Adjustment Board at the August 5, 2015 meeting. The PZAB unanimously recommended approval (5-0) of the proposed amendment.

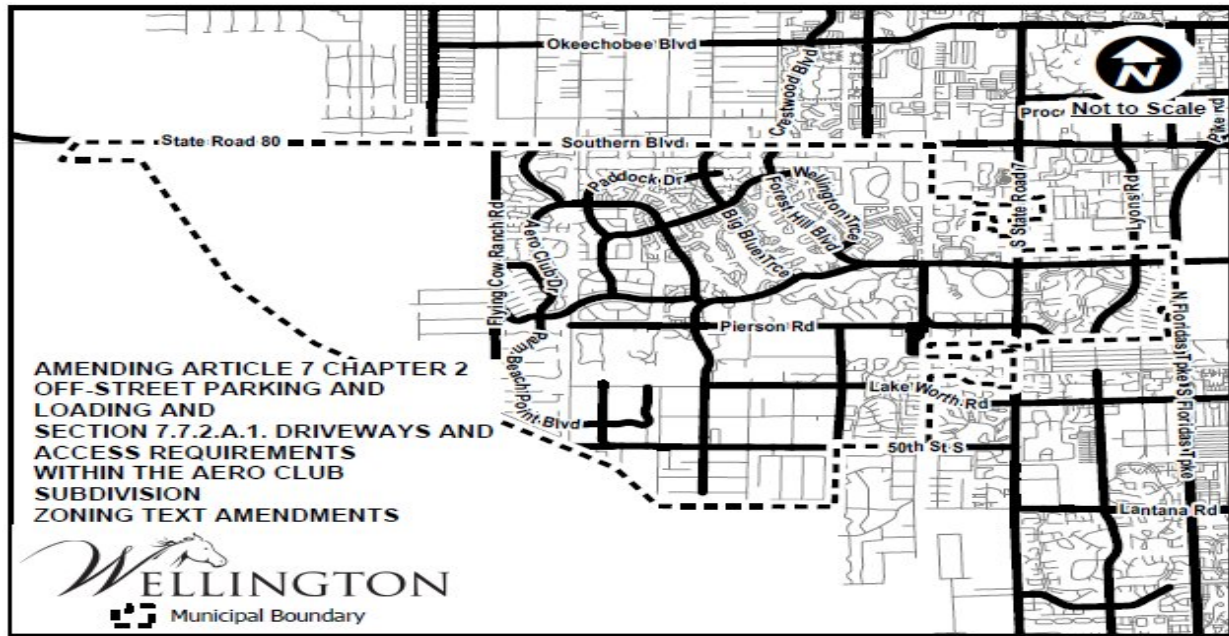
2. Council:

The First Reading of Ordinance 2015-02 is scheduled for the September 10, 2015 Council Meeting.

IX. PUBLIC NOTIFICATION:

Public notification of this Zoning Text Amendment shall be accomplished by Newspaper Advertisement. Display advertisements shall be placed in The Palm Beach Post on:

- July 21, 2015 – Planning Zoning and Adjustment Board
- September 3, 2015 -- Village Council, First Reading
- XXXX, 2015 – Village Council, Second Reading



WELLINGTON COUNCIL ZONING TEXT AMENDMENTS

Wellington Council will hold public hearing on the adoption of the following Ordinances:

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING ARTICLE 7, SITE DEVELOPMENT STANDARDS, CHAPTER 2, OFF-STREET PARKING AND LOADING OF THE LAND DEVELOPMENT REGULATIONS OF THE VILLAGE OF WELLINGTON; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 7.7.2.A.1 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO DRIVEWAYS AND ACCESS REQUIREMENTS TO PROVIDE FOR ADDITIONAL ACCESS WAYS WITHIN THE AERO CLUB SUBDIVISION; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Said public hearing will be held as follows:

WELLINGTON COUNCIL

Location: Village Hall
12300 Forest Hill Boulevard, Wellington, Florida.

Date: September 10, 2015 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary

All interested parties are invited to attend and be heard with respect to the proposed Ordinances. Copies of all documents pertaining to the proposed Ordinances are available in the Planning, Zoning and Building Division at the address listed below and can be reviewed by the public Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m.

Planning and Zoning Division
12300 Forest Hill Boulevard,
Wellington, Florida, 33414
(561) 791-4000

Appeals: If a person decides to appeal any decision with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Wellington Land Development Regulations.

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

Dated: August 19, 2015

Publish: The Post
August 26, 2015



Village of Wellington

Legislation Text

File #: 15-660, Version: 2

ITEM: RESOLUTION NO. R2015-70 (SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT - NOTICE OF INTENT RESOLUTION FOR SPECIAL ASSESSMENT AND NOTICE OF PUBLIC HEARING RESOLUTION FOR THE SPECIAL ASSESSMENT)

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON REPEALING RESOLUTIONS R2015-17, R2015-18 AND R2015-27; DECLARING ITS INTENT TO IMPOSE SPECIAL ASSESSMENTS UPON THE HEREIN DESIGNATED REAL PROPERTY; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS MAY BE PREPAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of the Special Assessment Notice of Intent Resolution and Public Hearing Notice Resolution for the Saddle Trail Park (South) Neighborhood Improvement Project and the Repeal of Resolution No. R2015-17, R2015-18 and R2015-27.

EXPLANATION: Council approved the original Notice of Intent Resolution (R2015-17) for the Saddle Trail Park Neighborhood Improvement Project on February 24, 2015. Due to a technical error discovered in the Methodology Report, the Special Assessment process must be repeated. Therefore, the original Notice of Intent Resolution (R2015-17) must be repealed and a new Notice of Intent Resolution must be approved in order to move forward with the Special Assessment process and construction of the improvements.

As required by Chapter 170 and Chapter 3, attached hereto is the Notice of Intent Resolution to Impose a Special Assessment and associated exhibits, including the revised Preliminary Special Assessment Methodology Report, Assessment Plat, revised Construction Cost Estimate and a revised Project Plan and Specification Cover Sheet (a full set of the plans and specifications are available in the Clerk's Office). The revisions correct the error in the Methodology Report and account for changes to the improvement project - namely, removal of the 3-board fence between the proposed bridle trail and paved road and the removal of the traffic islands at each entrance to the neighborhood.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

File #: 15-660, **Version:** 2

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: None at this time.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of the Special Assessment Notice of Intent Resolution and Public Hearing Notice Resolution for the Saddle Trail Park (South) Neighborhood Improvement Project and Repeal of Resolution No. R2015-17, R2015-18 and R2015-27.

RESOLUTION NO. 2015- 70

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON REPEALING RESOLUTIONS 2015-17, 2015-18 AND 2015-27; DECLARING ITS INTENT TO IMPOSE SPECIAL ASSESSMENTS UPON THE HEREIN DESIGNATED REAL PROPERTY; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS MAY BE PREPAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Council (the “Village Council”) of the Village of Wellington, previously adopted Resolutions 2015-17, 2015-18 and 2015-27 and has since determined that it is appropriate to repeal each of them; and

WHEREAS, the Village Council for the Village of Wellington hereby determines to re-commence the Ch. 170, Florida Statutes, process in order to finance, fund, plan, design, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain those public improvements (the “Improvements”) described in the plans and specifications (together the “Saddle Trail Plans and Specifications”) which are available for review at Wellington’s Municipal Office Building located at 12300 Forest Hill Blvd., Wellington, FL 33414 (the “Wellington Municipal Office Building”); and

WHEREAS, the Village of Wellington is empowered by its Charter and Chapter 170, Florida Statutes (together herein referred to as the “Act”) to finance, fund, plan, design, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the herein below described Special Assessments upon the assessable real property described in attached Exhibit “A” (the “Assessable Property”); and

WHEREAS, the Village Council finds that it is in the best interest of the Village of Wellington to pay the cost of the Improvements by imposing, levying, and collecting non-ad

valorem assessments (the “Special Assessments”) pursuant to the Act; and

WHEREAS, the Village Council hereby determines that benefits will accrue to all of the Assessable Property, that the amount of said benefits, and that the Special Assessments will be made in proportion to the benefits received as set forth in the Preliminary Special Assessment Methodology Report, (the “Assessment Methodology”) which is attached to this Resolution, identified as Exhibit “B” and incorporated by this reference as part of this Resolution and on file in the Wellington Municipal Office Building; and

WHEREAS, the Village Council hereby finds and determines that the Special Assessments to be levied will not exceed the benefits to the Assessable Property.

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

1. The foregoing “Recitals” are true and correct and incorporated herein by this reference.

2. Resolutions 2015-17, 2015-18 and 2015-27 are hereby repealed.

3. The Special Assessments shall be levied to defray the cost of the Improvements.

4. The nature of the Improvements generally consists of those roadway, horse path and potable water line systems, facilities and/or services as are more particularly described in the Saddle Trail Plans and Specifications on file in the Wellington Municipal Office Building, which Saddle Trail Plans and Specifications are by this reference incorporated herein and made a part hereof.

5. The general locations of the Improvements are shown in the Saddle Trail Plans and Specifications and will benefit the Assessable Property, all of which is contained within the Village of Wellington.

6. The approximate and estimated construction cost of the Improvements is \$5,438,790.44 (hereinafter referred to as the “Estimated Cost”).

7. The Special Assessments will defray the Estimated Cost, plus any associated financing related costs, capitalized interest, debt service reserve and contingency.

8. The manner in which the Special Assessments shall be apportioned, re-allocated, re-applied and paid shall allow the Special Assessments to be prepaid provided the Special Assessments shall not be subject to prepayment at any time after the earliest of (i) the date the debt incurred to finance the Project is issued/funded, (ii) the date on which the Village enters into a contract with an underwriter or lender that specifies the amount of the borrowing and the closing date or (iii) the last date for prepayment specified in a notice mailed by the Village to the property owner's not later than 30 days before such final date and as contained within the Methodology Report that is available for inspection at the Wellington Municipal Office

Building. The Special Assessments will be levied on an acreage basis calculated to the fourth decimal place.

9. The Special Assessments shall be levied on the Assessable Property as designated on the Assessment Plat identified below.

10. There is on file in the Wellington Municipal Office Building an Assessment Plat showing the Assessable Property to be assessed and the Saddle Trail Plans and Specifications describing the Improvements and Estimated Cost, all of which shall be open to inspection and copying by the public.

11. The Village of Wellington's Manager is hereby authorized and directed to cause to be made a preliminary assessment roll (the "Preliminary Assessment Roll") for the Assessable Property as promptly as possible, which shall show the lots and parcels of Assessable Property that are to be assessed, the amount of benefits to and the assessment against each such lot or parcels and the number of annual Special Assessment installments to be levied.

12. If the Village of Wellington incurs financing obligations for payment of the Estimated Cost of the Improvements, the Special Assessments shall be paid in not more than thirty (30) annual installments payable at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non-ad-valorem assessment method of collecting the Special Assessments is not available to the Village of Wellington in any year, or the Village Council determines not to utilize the provisions of Chapter 197, Florida Statutes, the Special Assessments may be collected as is otherwise permitted by law.

13. Upon completion of the Preliminary Assessment Roll, the Village Council may adopt a subsequent resolution to fix a time and place at which the owners of the Assessable Property to be assessed or any other persons interested therein may appear before the Village Council and be heard as to the propriety and advisability of the Special Assessments or the making of the Improvements, the Estimated Cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each lot or parcel of Assessable Property.

14. Pursuant to Section 170.05, Florida Statutes, the Village of Wellington's Clerk is hereby directed to cause this Resolution to be published twice in a newspaper of general circulation within Palm Beach County, Florida.

15. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of September, 2015.

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Awilda Rodriquez, Clerk

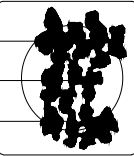
By: _____
Bob Margolis, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

WGCI
Wellington Group, Inc.

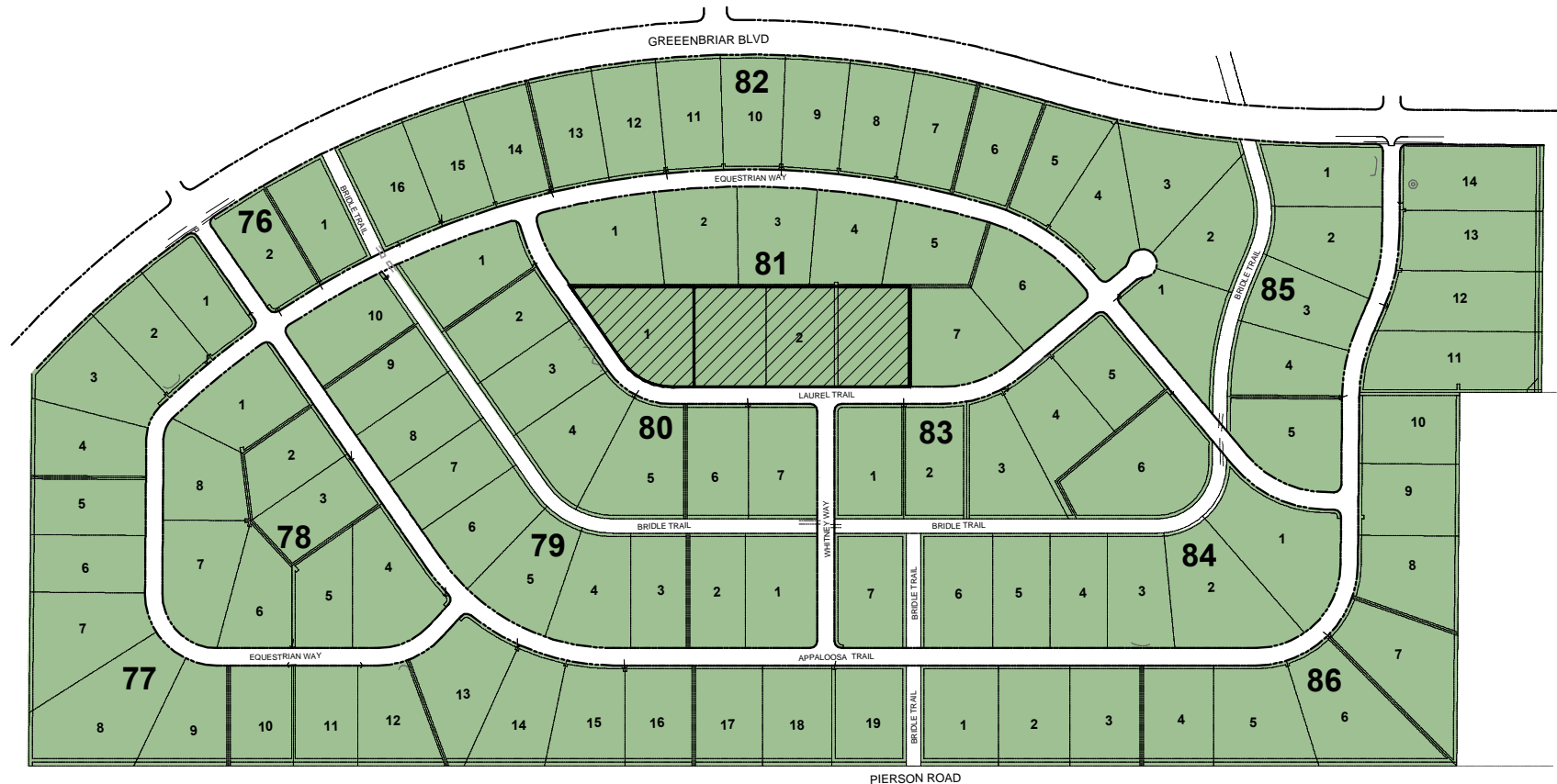
2035 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - LB No. 7055



DATE	DRAWN BY
FEB 2015	GAT
DESIGNED BY	CHECKED BY
C.H.	B. Landrie
WGCI PROJECT NUMBER 1525.00	

WELLINGTON
Engineering Department
12300 West Forest Hill Boulevard, Wellington, Florida 33414

SADDLE TRAIL PARK - (SOUTH) - PLAT



SADDLE TRAIL PARK - (SOUTH) WELLINGTON, FLORIDA

EXHIBIT "B"

**PROPERTIES WITHIN
SADDLE TRAIL PARK SOUTH
TO BE ASSESSED**

103 LOTS TOTAL

LEGEND:

86 BLOCK NUMBER

6 LOT NUMBER



NOTES:

BLOCKS 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 AND 86 OF THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON AS RECORDED IN PLAT BOOK 41, PAGES 103, 104 & 105 AND THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON REPLAT NO. 1 RECORDED IN PLAT BOOK 108, PAGES 118-119 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 8, 9, 10 & 11 OF BLOCK 81 FROM THE ORIGINAL PLAT OF SADDLE TRAIL PARK OF WELLINGTON WERE RECOMBINED PER PLAT BOOK 108, PAGES 118-119, OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FL

EXHIBIT B

PRELIMINARY
SPECIAL ASSESSMENT METHODOLOGY REPORT

PREPARED FOR

**SADDLE TRAIL PARK – (SOUTH) NEIGHBORHOOD
IMPROVEMENT PROJECT**

VILLAGE OF WELLINGTON, FLORIDA

SEPTEMBER 1, 2015

PREPARED BY: VILLAGE OF WELLINGTON ENGINEERING

PRELIMINARY SPECIAL ASSESSMENT METHODOLOGY REPORT

Section 1 Introduction

Section 2 Improvements

Section 3 Definitions

Section 4 Identification of Required and Benefitted Lands

Section 5 Determination of Benefits and Damages

Section 6 Allocation of Benefits and Costs and Assessments

Section 7 Funding of Improvements

Section 8 Financing Structure

Section 9 Collection and Administration of Special Assessment

EXHIBITS:

EXHIBIT "A" Location Map

EXHIBIT "B" Map of Properties within Saddle Trail Park – South
Neighborhood to be Assessed

EXHIBIT "C" Preliminary Assessment Roll

EXHIBIT "D" Wellington Water Rate Schedule

TABLES:

TABLE "A" Construction Cost Estimate

TABLE "B" Financing Cost Estimate

TABLE "C" Administration Costs

TABLE "D" Estimated Calculation of Total Annual Assessment

TABLE "E" Summary of Benefits and Costs

SECTION 1- INTRODUCTION

The purpose of this Special Assessment Methodology Report is to comply with Ch. 170, Florida Statutes statutory procedures and Chapter 3 of the Village of Wellington's Code of Ordinances and to assist the Village of Wellington with the Assessment of Benefits and Costs for the Saddle Trail Park – (South) Neighborhood Improvement Project. The Saddle Trail Improvement Project (South) Neighborhood is located within the Village of Wellington corporate boundaries (Exhibit "A")

At the request of a super majority of the owners of the real property within the hereinafter described as Saddle Trail Park – (South) Neighborhood, the Village of Wellington approved commencement of the design and implementation of improvements to the Saddle Trail Park – South neighborhood, including the determination of benefits and the levying of special assessments against the benefitted property owners within this residential neighborhood.

The Village of Wellington is entitled to use Chapter 170, Florida Statutes and this Methodology Report is intended to address and satisfy the requirements of such a report as set forth in Chapter 170 and Chapter 3 of the Village of Wellington's Code of Ordinances. Pursuant thereto, the Village Council may provide for and order the construction of certain infrastructure improvements within its municipal boundaries. The Saddle Trail Park - (South) Neighborhood Improvement Project as outlined in this Preliminary Special Assessment Methodology Report includes roadway, drainage, bridle trail, landscaping, and drainage improvements, including the necessary appurtenances and amenities as determined by the governing authority of the Village of Wellington.

In addition, the Village of Wellington may, as authorized in Chapter 170, Florida Statutes, and Chapter 3 of the Village of Wellington's Code of Ordinances, provide for payment of all or any part of the costs of such improvements by levying and collecting special assessments on the abutting, adjoining, contiguous or specially benefitted property.

The findings in this Preliminary Special Assessment Methodology Report are based on opinions, property owner information, financial projections, engineering plans and documentation prepared and supplied by Wantman Group, Inc., the Village of Wellington staff, consultants, Palm Beach County Tax Collector's, Property Appraiser's and Clerk of Court's Offices.

SECTION 2 - IMPROVEMENTS

The Saddle Trail Park – (South) Neighborhood Improvement Project (the "Project") includes the paving of the existing twenty-foot wide shell rock roads; construction of drainage improvements including drainage structures and culverts; bridle trails; traffic calming; landscaping; grading of roadside swales and the installation of potable water distribution system piping and fire hydrants (the "Improvements"). A copy of the Project plans and specifications are on file in the Wellington Clerk's Office.

The total estimated cost to construct the Improvements is approximately \$5,438,790.44 (in present day dollars – August, 2015), including a fifteen percent (15%) contingency (see Table "A" for the cost summary) to account for unknown conditions. A copy of the Certified Construction Cost Estimate for the Project is available in the Wellington Clerk's Office. Various components of the Improvements include, but are not limited to, feasibility studies, planning, design, permitting, constructing and administration of the construction and commissioning. This total cost includes all materials, labor, tools, equipment and services required to complete the Improvements. Specific items may include, but are not limited to, general construction contract conditions (such as overhead and profit, construction bonds and insurance, traffic control, erosion control and dewatering), technical services (such as material testing), permit fees, surveying, engineering and legal services, labor, materials, tools, equipment and contingencies.

Cost information used to estimate the construction cost of the Improvements includes recent Village of Wellington and similar project bids, private development projects and data published by the Florida Department of Transportation (FDOT). Wellington's Engineering Standards and FDOT standards were used as the basis for construction materials and techniques.

SECTION 3 – DEFINITIONS

Except as hereinafter set forth, the meaning of the following terms and phrases shall be:

Saddle Trail Park – South (STPS) Neighborhood shall mean the lands as shown in Exhibit "B", and shall include all lands within the boundaries shown.

"Assessable Real Property" shall mean that real property located within the STPS lands which will receive benefits from the Improvements and may be subject to the levy of non-ad valorem assessments by the Village of Wellington pursuant to this Preliminary Special Assessment Methodology Report.

"Exempt Acres" shall mean that real property located within the STPS lands which will not be subject to the levy of non-ad valorem assessments by Village of Wellington, including, but not limited to: (i) real property owned by the Village of Wellington and/or the ACME Improvement District; and (ii) publicly owned roads, bridle paths and canal rights-of-way.

SECTION 4 – IDENTIFICATION OF REQUIRED AND BENEFITTED LANDS

As part of the process of providing improvements, assessing benefits and levying and collecting assessments against benefitted properties under the authority of Chapter 170 of the Florida Statutes and Chapter 3 of the Code of Ordinances, a preliminary assessment roll is required. Section 170.01(2), Florida Statutes, states that special assessments may be levied for the purposes enumerated in said Section and shall be levied only on benefitted real property at a rate based on the special benefit accruing to such property from such improvements when the improvements funded by the special assessment provide a benefit which is different in type or degree from the benefits provided to the community as a whole.

The Assessable Real Property that will benefit by the proposed Improvements are those residential properties listed in Table "E" depicted as lots in Blocks 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86 of the Plat of Saddle Trail Park of Wellington as recorded in Plat Book 41, pages 103, 104 & 105 inclusive, of the Official Records of Palm Beach County, Florida and the Plat of Saddle Trail Park of Wellington Replat No. 1 as recorded in Plat Book 108, pages 118 -119, of the Official Records of Palm Beach County, Florida, which are shown in attached Exhibit "B".

A comprehensive review of the Project was conducted to determine if any additional land was required. Information used for this evaluation included records from the Acme Improvement District, Village of Wellington and the Palm Beach County Tax Appraiser, Tax Collector and Clerk of Court Offices. Based upon the evaluation, no additional lands, rights-of-way or easements are required. All of the Improvements are located within the above described Plats and on public lands and easements currently under the control of the Village of Wellington. No additional lands are required.

SECTION 5 – DETERMINATION OF BENEFITS AND DAMAGES

Benefits

The Improvements will specifically benefit the Assessable Real Property, and each property owner thereof, within the STPS Neighborhood by providing improved health and safety, increased property values, improved aesthetics and lower insurance and maintenance costs. The benefits include: 1)

Improved roadway access to each parcel of Assessable Real Property which will enable property owners, invitees and others to access their properties without having to encounter washed-out, dusty or muddy road conditions and non-uniform and rough driving surfaces – thus reducing vehicle maintenance costs and improving safety; 2) Reduced property maintenance costs attributable to the elimination of road dust; 3) Improved public health attributable to the elimination of road dust; 4) Public Water distribution piping will provide each parcel of Assessable Real Property with a safe, reliable and consistent potable drinking water and improved fire safety protection; 5) Reconstructed roadway drainage system improvements will restore drainage function in the Project and; 6) The construction of a bridle path along the roadways will separate equestrian riders from vehicular traffic and give each property owner, via the proposed bridle paths, access to the existing 50-foot wide bridle paths located throughout the Project thereby providing a safe pathway along the roadways. For these reasons it is determined that all Assessable Real Property will derive a benefit from the proposed improvements.

The benefits are no less than **\$11,866,423.61** or **\$51,834.74/acre** which was determined based on the following:

Benefit Description

Lower Vehicle & Residential Maintenance

The average savings (benefit), due to lower vehicle and property maintenance costs, per lot within the STPS Neighborhood is approximately **\$600.00/year**. There are **103** platted lots in the assessment area, according to the plats recorded in the public record, and each lot is entitled to one residence and one stable. Assuming the life cycle of the roads **equals** the duration of the special assessment of **20** years and a **1.5%** annual increase in maintenance costs, the total value (benefit) is approximately **\$19,767.09** per improved lot. Multiplying this figure by the number of lots equals a total benefit of **\$2,036,010.48** or **\$8,893.67/acre**.

Increased Property Values (Land Value Only)

The benefit to the property values within the STPS Neighborhood due to the construction of the roads, water main and drainage system is realized in increased land values. The current total land value of all properties in the assessment area, as published by the Palm Beach County Tax Appraiser's Office on 8/31/15, is approximately \$155,273,077. The estimated increase in land values once the improvements are complete is 5% or \$7,763,653.85. Assuming the life cycle of the improvements equals the duration of the special assessment period of **20** years and a **1.25%** annual increase in land values, the total increase in land values over the 20 year period is **\$9,830,413.13** or **\$42,941.07/acre**.

Total Benefit/Acre:

$(\$8,893.67 + \$42,941.07) = \$51,834.74/\text{acre}$

Damages

No damages were identified for the proposed Improvements.

SECTION 6 – ALLOCATION OF BENEFITS AND COSTS AND ASSESSMENTS

In developing the methodology to be used for the levy of special assessment upon the Assessable Real Property, two interrelated factors were used:

- A. Allocation of Benefit: Each parcel of Assessable Real Property in the STPS Neighborhood benefits from the proposed improvements.
- B. Cost/Benefit: The cost of the Improvements imposed on each such parcel of land cannot exceed the value of the determined benefits provided to said parcel.

Allocation of Benefits

An evaluation was conducted to determine the amount of benefits to properties located within the STPS. The evaluation is divided into two components: 1) Benefit Distribution and 2) Amount of Benefits.

For the purpose of this Special Assessment Methodology Report, the total Assessable Real Property is approximately 228.9280 acres. This report finds that all 228.9280 acres of Assessable Real Property will be specifically benefitted by the Improvements.

For the purpose of this Special Assessment Methodology Report, it is determined that the Assessable Real Property and its owners benefit from the Improvements. Further, it is determined that the benefit should be allocated on a per acre basis. Larger lots contain more square footage (acreage) and can accommodate larger homes, stables and other approved structures and uses. Larger facilities and uses correlate to greater use of the Improvements, such as demand for water, more vehicular trips on the roadways, more storm water runoff, more bridle trail usage – therefore, deriving a greater benefit. Further, larger properties stand to increase more in total value since larger properties simply contain more land. For these reasons, the benefit realized from these Improvements is commensurate with the square footage (acreage) of each benefitted parcel of Assessable Real Property as shown in Table “E”. As such, the allocation of benefits will be calculated and allocated on an acreage basis.

Determination and Allocation of Costs and Assessments

It is important to differentiate between the cost that is compared to the derived benefit (to determine if the derived benefit exceeds the cost) and the cost which ultimately must be assessed and paid. For purposes of this Methodology Report, and in compliance with Chapter 170 requirements, the cost to be compared to the derived benefit is the cost to construct the Improvements. It does not include the costs associated with financing the Improvements, administration of the assessment or miscellaneous water connection charges.

The estimated construction cost of the Improvements is \$5,438,790.44 (Table “A”) or \$23,757.65 per acre. This amount is significantly less than the total benefits derived (\$51,834.74 per acre) from the improvements. Therefore, each property receives benefits in excess of the cost therefore satisfying the benefit versus cost test.

If property owners elect to finance the Improvements, the total cost which ultimately must be paid includes the principal cost (\$5,438,790.44) plus the sum of all financing and administration costs plus water service initiation fees and private connection costs (plumbing costs). Financing costs include financing charges, debt service reserves, interest (capitalized and non-capitalized) and all other expenses necessary or incident to determining the feasibility of such financing, administrative and collection expenses and those necessary or herein incident to authorize the financing.

Assuming a principal amount of \$5,438,790.44, an interest (coupon) rate between 3.5% and 4.5%, a twenty (20) year term and 6 months of capitalized interest, the par amount for the bond issuance is expected to range between \$5,785,000 and \$5,820,000 (Table "D"). Administration costs associated with collecting and administering the bonds and assessment is expected to range between \$347,100 and \$349,200. Adding the par amount to the administration costs, the assessment amount is expected range from \$6,132,100 and \$6,169,200 (Tables "D" and "E") or \$26,786.15 to \$26,948.21 per acre, respectively. Interest over the 20 year period is expected to range from \$2,473,785 to \$3,282,525. Total principal, finance, interest and administration costs are estimated to range from \$8,605,885 to \$9,451,725.

In addition to principal, financing and administration costs, and separate from these costs, property owners also will be required to pay water service initiation fees (capacity, meter, inspection, deposit, etc.) and private connection costs (cost to install necessary plumbing from the public water meter to the various residences and stables) in order to receive public water service. These costs vary based on the size and type of water meter required. A copy of Wellington's current Water Rate Schedule is attached as Exhibit "D" for informational purposes only.

Since derived benefits are allocated on an acreage basis, the allocation of costs was determined using the same rationale. Larger properties receive greater benefits and therefore will pay more. The total cost allocated to each property is summarized in Table "E". This cost also represents the total assessment amount for each property.

In sum, the derived benefits exceed the estimated costs. Given the land uses within the Project and the Improvements to be funded by the special assessments, this "per acre" method results is a fair allocation of benefits and services and is an equitable allocation of special assessments to construct the Improvements and repay the debt incurred for the same. For the purpose of this Preliminary Special Assessment Methodology Report, it is expressly understood that the annual assessment per acre is reflected in Exhibit "C" (Preliminary Assessment Roll), and may not be exceeded.

A summary of benefit, cost and assessment allocations for each lot is provided in Table "E".

SECTION 7 - FUNDING OF IMPROVEMENTS

To fund the Project, the Village of Wellington may impose non-ad valorem assessments on the Assessable Real Property. These assessments are based on the special benefits accruing to such property from the Improvements. The use of non-ad valorem special assessments is recommended since the Assessable Real Property will receive special benefits from the Improvements. The Improvements, which will be funded through these special assessments, include only facilities which may be undertaken by the Village of Wellington under its enabling legislation, Chapter 3 of the Village of Wellington Code of Ordinances and Chapter 170, of the Florida Statutes. In summary, these special assessments may be levied and assessed as follows.

1. For facilities which provide special benefits to property as distinct from general benefits
2. Against properties which receive that special benefit

3. In proportion to the benefits received by the properties
4. According to methods that the Village of Wellington Council determines

The assessments placed upon the Assessable Real Property in the STPS Neighborhood must be sufficient to cover all costs necessary to complete the Project including the cost to construct the Improvements and to finance the Improvements through debt service for the bonds or note that are expected to be issued for financing the Project.

SECTION 8 - FINANCING STRUCTURE

The Improvements may be financed through such prepayment options as the Village of Wellington Council authorizes and the use of debt, which will be payable from, and secured by non-ad valorem special assessments levied annually upon all Assessable Real Properties in the STPS. Based on current market conditions and forecasts, the principal amount of debt (total aggregate par amount of bonds) for the Project is estimated to be in the range of \$5,785,000 and \$5,820,000.00, depending on the interest (coupon) rate. This amount includes the estimated cost of construction plus the cost of issuance and capitalized interest as shown in Table "B". As an alternative to bonds, Wellington also could finance the Improvements using a bank loan. Under each financing scenario, the net proceeds will provide at least \$5,438,790.44 for construction.

SECTION 9 - COLLECTION AND ADMINISTRATION OF SPECIAL ASSESSMENTS

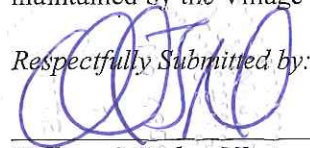
If special assessments are levied, it is recommended that they be collected based on the uniform method for the levy, collection and enforcement of special assessments under Chapter 197, Florida Statutes or under the procedures set forth in Chapters 170 and 173, Florida Statutes. Assessments will be levied upon those properties designated as "benefitted properties" in Exhibit "B" that do not totally prepay their allocable share of the total estimated cost of the Improvements.

Note: There are no exempt or non-assessable properties other than those public properties under the control of the Village of Wellington.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, Florida Statutes or by other methods allowed by Florida law), these costs must be included in the special assessment levy. These costs generally include a 1% fee for the County Property Appraiser and a 1% collection fee for the County Tax Collector, along with a 4% discount for early payment of taxes (Table "C"). The estimated amount is expected not to exceed \$349,200 based upon currently known conditions (Table "D").

Once constructed, the Improvements included within the Project will thereafter be operated and maintained by the Village of Wellington.

Respectfully Submitted by:



William J. Riebe, PE
Village Engineer
Florida P.E. License Number: 49597

TABLE "A"
CONSTRUCTION COST ESTIMATE

a. Roadways, Drainage & Bridle Trail	\$ 2,705,863.38
b. Water Distribution System	\$ 1,154,498.70
Subtotal (a and b)	<u>\$ 3,860,362.08</u>
c. Contingency (15%) – (Roadway, Drainage, Bridal Trail and Water Distribution Systems)	\$ 579,054.31
d. Mobilization, NPDES, MOT & General Conditions	\$ 420,319.74
e. Engineering, Surveying & Testing Services	<u>\$ 579,054.31</u>
Estimated Cost of Construction	<u>\$ 5,438,790.44</u>

Note: Construction costs do not include plumbing costs on private property to connect from the meter to the structures (home, barn, etc.) Costs also do not include water connection charges (meter and capacity fees).

TABLE "B"
FINANCING COST ESTIMATE

	<u>COUPON RATE</u>	
	<u>3.5%</u>	<u>4.5%</u>
Issue Amount	\$5,785,000.00	\$ 5,820,000.00
<u>Bond Costs (Assumptions)</u>		
Interest on Construction Fund Cash Balance	\$ -	\$ -
Less Cost of Issuance & Underwriter Discount	(\$ 225,000.00)	(\$ 225,000.00)
Less Capitalized Interest	(\$ 118,110.10)	(\$ 152,775.00)
*Less Debt Service Reserve	(\$ 0.00)	(\$ 0.00)
Subtotal Costs, Reserves, Capitalized Interest	<u>(\$ 343,110.10)</u>	<u>(\$ 377,775.00)</u>
Total Construction Fund Proceeds:	\$ 5,441,889.90	\$ 5,442,225.00
Net Interest Rate	3.5%	4.5%
Average Coupon Rate	3.5%	4.5%
Cost of Issuance (percent)	4.14%	4.14%
Capitalized Interest Period (months)	6 months	6 months
Capitalized Interest until (date)	11/01/2016	11/01/2016
Bond Term (years)	20 years	20 years
Approximate Date of Issuance (date)	04/01/2016	04/01/2016
Total Estimated Interest	\$2,473,785.42	\$3,282,525.00

**Debt Reserve Fund to be funded by the Village of Wellington, separate from the bond proceeds.*

TABLE "C"

ADMINISTRATION COSTS AND CONNECTION FEES**Administration**

	<u>3.5%</u>	<u>4.5%</u>
Issue (Par) Amount	\$5,785,000.00	\$5,820,000.00
Palm Beach County Property Appraiser Fee (1%)	\$ 57,850.00	\$ 58,200.00
Palm Beach County Tax Collector Fee (1%)	\$ 57,850.00	\$ 58,200.00
Early Annual Assessment Payment Discount (4%)	<u>\$ 231,400.00</u>	<u>\$ 232,800.00</u>
Total:	\$ 347,100.00	\$ 349,200.00

Water Connection Fees

Water connection fees includes water service initiation fees and private connection costs. Water initiation fees include capacity fees, meter fees, inspections and deposit. These costs vary depending on the size of the meter required for each property. A copy of Wellington's Utility Rates are provided as Exhibit D.

Private connection costs are the costs each property owner must pay to install plumbing from the water meter to the private point of service (residence, stable, etc.). These costs vary based on the size of the service piping and the distance (and conflicts) between the meter and point of service.

NOTE: Water Capacity Fees, Meter Charges and Private Connection Costs are not included in the Special Assessment and are not included in the Estimated Cost of the Improvements (Table "A"). Service Initiation Fees (Water Capacity Fees and Meter Charges) are the responsibility of each Property Owner and either can be a one - time expense or can be paid as part of the monthly water bill over a term and rate determined by Wellington. Private Connection costs (cost to install plumbing from the water meter to the private point of service) are the sole responsibility of each property owner.

ESTIMATED CALCULATION OF TOTAL ANNUAL ASSESSMENT RANGE

	<u>3.5%</u>	<u>4.5%</u>
Total Estimated Construction Cost (Table "A")	\$ 5,438,790.44	\$ 5,438,790.44
Total Estimated Finance Cost (Bond Issuance, Cap. Int.)	\$ 343,110.10	\$ 377,775.00
Additional Proceeds	\$ <u>3,099.46</u>	\$ <u>3,434.56</u>
Total (Par) Amount of Bond Issuance	\$ 5,785,000.00	\$ 5,820,000.00
Total Estimated Administration Cost (Table "C")	\$ <u>347,100.00</u>	\$ <u>349,200.00</u>
Total Assessment Amount	\$ 6,132,100.00	\$ 6,169,200.00
Total Estimated Interest Cost (Table "B")	\$ <u>2,473,785.42</u>	\$ <u>3,282,525.00</u>
Total Estimated Cost to Be Assessed	\$ 8,605,885.42	\$ 9,451,725.00
Total Estimated Annual Adjusted Debt Service (20 yr. Period)	\$ 430,294.27	\$ 472,586.25
Total Estimated Annual Assessment (per acre – Table "E")	\$ 1,879.61	\$ 2,064.34

At the time of this report, it is anticipated that bond interest (coupon) rates could range between 3.5% and 4.5% between now and the time the bonds are issued. The 4.5% rate will be used to set the total maximum assessment for each property. Total Assessment amount to be levied to each benefited property on a "per acre" basis. Assessments are to be collected annually for a 20 year period. The estimated assessment for each property is tabulated in Table "E" along with an estimate of annual assessment amounts.

Table E - Benefit and Assessment (Cost) Allocation Summary
Saddle Trail Park - (South) Neighborhood Improvement Project
Village of Wellington, Florida
(Revised 9-1-15)

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
1	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	2.0100	0.878%	\$ 104,187.83	\$ 47,752.87	\$ 54,165.90
2	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	1.9580	0.855%	\$ 101,492.42	\$ 46,517.47	\$ 52,764.59
1	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9780	0.864%	\$ 102,529.12	\$ 46,992.62	\$ 53,303.56
2	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
3	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.3890	1.044%	\$ 123,833.19	\$ 56,757.01	\$ 64,379.27
4	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.0730	0.906%	\$ 107,453.42	\$ 49,249.60	\$ 55,863.64
5	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14695 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
6	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14721 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
7	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14749 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	2.7220	1.189%	\$ 141,094.16	\$ 64,668.31	\$ 73,353.03
8	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	3.5040	1.531%	\$ 181,628.93	\$ 83,246.79	\$ 94,426.53
9	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.9980	0.873%	\$ 103,565.81	\$ 47,467.78	\$ 53,842.53
10	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.8080	0.790%	\$ 93,717.22	\$ 42,953.83	\$ 48,722.37
11	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.8080	0.790%	\$ 93,717.22	\$ 42,953.83	\$ 48,722.37
12	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.9890	0.869%	\$ 103,099.30	\$ 47,253.96	\$ 53,599.99
13	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14911 EQUESTRIAN WAY	SPENCER ELIZABETH H & RACHELE	2.2550	0.985%	\$ 116,887.35	\$ 53,573.49	\$ 60,768.22
14	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	2.0860	0.911%	\$ 108,127.27	\$ 49,558.45	\$ 56,213.97
15	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	1.9760	0.863%	\$ 102,425.45	\$ 46,945.11	\$ 53,249.67
16	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2344 APPALOOSA TRL	HEATON MARILYN B TRUST & HEATON ROBERT C TRUST&	1.9280	0.842%	\$ 99,937.38	\$ 45,804.74	\$ 51,956.15
17	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2364 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 99,937.38	\$ 45,804.74	\$ 51,956.15
18	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 99,937.38	\$ 45,804.74	\$ 51,956.15
19	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.0890	0.913%	\$ 108,282.78	\$ 49,629.72	\$ 56,294.81
1	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2232 APPALOOSA TRL	MATURO ANTHONY & THERESA	2.2380	0.978%	\$ 116,006.15	\$ 53,169.61	\$ 60,310.09
2	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2248 APPALOOSA TRL	DAMMERMAN MARSHA F	1.7110	0.747%	\$ 88,689.25	\$ 40,649.33	\$ 46,108.39
3	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2264 APPALOOSA TRL	DAMMERMAN MARSHA F	1.9040	0.832%	\$ 98,693.34	\$ 45,234.56	\$ 51,309.39
4	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14884 EQUESTRIAN WAY	SOLEAU KELLY	2.6310	1.149%	\$ 136,377.20	\$ 62,506.37	\$ 70,900.74
5	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14858 EQUESTRIAN WAY	SHORT BUS TRUST NANCY TOROKVEI TR PEPALL WILLIAM E TR	1.7380	0.759%	\$ 90,088.78	\$ 41,290.79	\$ 46,835.99
6	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14838 EQUESTRIAN WAY	WESTHAVEN FARMS LP	1.8130	0.792%	\$ 93,976.39	\$ 43,072.62	\$ 48,857.11
7	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14750 EQUESTRIAN WAY	WESTHAVEN FARMS LP	2.3620	1.032%	\$ 122,433.65	\$ 56,115.56	\$ 63,651.67

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
8	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14678 EQUESTRIAN WAY	COX OLIVIA	1.9710	0.861%	\$ 102,166.28	\$ 46,826.32	\$ 53,114.92
1	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	2.2960	1.003%	\$ 119,012.56	\$ 54,547.55	\$ 61,873.09
2	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
3	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2345 APPALOOSA TRL	TAHANTO TRAIL 2009 REALTY TRUST & HURTER PATRICIA TR	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
4	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2329 APPALOOSA TRL	DEFILIPPO ANGEL M & PAUL	2.1730	0.949%	\$ 112,636.89	\$ 51,625.36	\$ 58,558.46
5	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2297 APPALOOSA TRL	JAYNE ALEX E & LINDA	2.1370	0.933%	\$ 110,770.85	\$ 50,770.09	\$ 57,588.33
6	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2281 APPALOOSA TRL	JAYNE ALEX E	2.0240	0.884%	\$ 104,913.52	\$ 48,085.48	\$ 54,543.18
7	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
8	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
9	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
10	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	2.1940	0.958%	\$ 113,725.42	\$ 52,124.27	\$ 59,124.37
1	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14492 EQUESTRIAN WAY	SOMERSET CAPITAL PARTNERS LLC	2.2810	0.996%	\$ 118,235.04	\$ 54,191.19	\$ 61,468.87
2	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14564 LAUREL TRL	GRINDSTONE FARM LLC	2.0210	0.883%	\$ 104,758.01	\$ 48,014.20	\$ 54,462.33
3	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14565 LAUREL TRL	GRINDSTONE FARM LLC	2.0200	0.882%	\$ 104,706.18	\$ 47,990.45	\$ 54,435.39
4	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14566 LAUREL TRL	GRINDSTONE FARM LLC	2.2510	0.983%	\$ 116,680.00	\$ 53,478.46	\$ 60,660.42
5	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14466 LAUREL TRL	IPX LAUREL TRAIL LLC	2.6920	1.176%	\$ 139,539.13	\$ 63,955.59	\$ 72,544.59
6	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14434 LAUREL TRL	THOMPSON EVE L	2.0200	0.882%	\$ 104,706.18	\$ 47,990.45	\$ 54,435.39
7	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14402 LAUREL TRL	STELLAR EQUESTRIAN SOUTH LLC	2.2040	0.963%	\$ 114,243.77	\$ 52,361.85	\$ 59,393.86
1	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14410 EQUESTRIAN WAY	LINDERS CHRISTY & CLARKE	2.6490	1.157%	\$ 137,310.23	\$ 62,934.01	\$ 71,385.81
2	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14372 EQUESTRIAN WAY	BOSTOM ALAN	2.1340	0.932%	\$ 110,615.34	\$ 50,698.82	\$ 57,507.48
3	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14330 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.0810	0.909%	\$ 107,868.09	\$ 49,439.66	\$ 56,079.22
4	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14290 EQUESTRIAN WAY	LTR 1437 LLC	1.9620	0.857%	\$ 101,699.76	\$ 46,612.50	\$ 52,872.39
5	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14248 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	1.9600	0.856%	\$ 101,596.09	\$ 46,564.99	\$ 52,818.49
6	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14194 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.3640	1.033%	\$ 122,537.33	\$ 56,163.08	\$ 63,705.57
7	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14307 LAUREL TRL	HEMINGWAY JON F TRUST	2.4550	1.072%	\$ 127,254.29	\$ 58,325.02	\$ 66,157.86
2	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14290 EQUESTRIAN WAY	LTR 1437 LLC	5.5600	2.429%	\$ 288,201.16	\$ 132,092.51	\$ 149,832.05
1	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14499 LAUREL TRL	CHARBONEAU M DIANE & GARY	2.9100	1.271%	\$ 150,839.09	\$ 69,134.75	\$ 78,419.29
1	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.2900	1.000%	\$ 118,701.56	\$ 54,405.01	\$ 61,711.40
2	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.1790	0.952%	\$ 112,947.90	\$ 51,767.91	\$ 58,720.15
3	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14179 LAUREL TRL	CLARKE DAVID H & LESLIE	2.5700	1.123%	\$ 133,215.28	\$ 61,057.15	\$ 69,256.90
4	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.1450	0.937%	\$ 111,185.52	\$ 50,960.15	\$ 57,803.91
5	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.0390	0.891%	\$ 105,691.04	\$ 48,441.84	\$ 54,947.40
6	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9750	0.863%	\$ 102,373.62	\$ 46,921.35	\$ 53,222.72
7	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
8	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14289 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
9	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14317 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
10	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14343 EQUESTRIAN WAY	EQUESTRIAN WAY LLC	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
11	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
12	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
13	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
14	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14451 EQUESTRIAN WAY	EVANS LINDA J & MAROIS JOSEPH A	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
15	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
16	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	2.1720	0.949%	\$ 112,585.06	\$ 51,601.61	\$ 58,531.51
1	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14370 LAUREL TRL	TRAVIS BRUCE E & KIMBERLY	2.2040	0.963%	\$ 114,243.77	\$ 52,361.85	\$ 59,393.86
2	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14338 LAUREL TRL	DAYTON DEBORAH W & RAYNOR	1.9820	0.866%	\$ 102,736.46	\$ 47,087.66	\$ 53,411.35
3	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.3890	1.044%	\$ 123,833.19	\$ 56,757.01	\$ 64,379.27
4	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.1650	0.946%	\$ 112,222.22	\$ 51,435.30	\$ 58,342.88
5	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14242 LAUREL TRL	FOUR TRUST OF FLORIDA LLC	1.9830	0.866%	\$ 102,788.29	\$ 47,111.41	\$ 53,438.30
6	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14129 EQUESTRIAN WAY	BOSTWICK DIANE	3.5950	1.570%	\$ 186,345.89	\$ 85,408.74	\$ 96,878.82
1	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14120 EQUESTRIAN WAY	ZIEBA FAMILY TRUST	3.3750	1.474%	\$ 174,942.26	\$ 80,182.06	\$ 90,950.21
2	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2473 APPALOOSA TRL	BLUE HILL FARM PROPERTIES LLC	3.1560	1.379%	\$ 163,590.44	\$ 74,979.13	\$ 85,048.55
3	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2455 APPALOOSA TRL	DE BEIR BERKOS ELIZABETH	1.9820	0.866%	\$ 102,736.46	\$ 47,087.66	\$ 53,411.35
4	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2439 APPALOOSA TRL	LA QUADRA LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
5	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
6	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	2.2960	1.003%	\$ 119,012.56	\$ 54,547.55	\$ 61,873.09
7	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2393 APPALOOSA TRL	DIGIOACCHINO GINO	2.2960	1.003%	\$ 119,012.56	\$ 54,547.55	\$ 61,873.09
1	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2617 APPALOOSA TRL	LINDERS WHITNEY	2.0870	0.912%	\$ 108,179.10	\$ 49,582.21	\$ 56,240.91
2	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2601 APPALOOSA TRL	HADFIELD CYNTHIA M	2.2270	0.973%	\$ 115,435.96	\$ 52,908.28	\$ 60,013.66
3	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2583 APPALOOSA TRL	ORIENTAL CAPITAL COMPANY	2.0310	0.887%	\$ 105,276.36	\$ 48,251.78	\$ 54,731.82
4	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2567 APPALOOSA TRL	RUSTY PONY RANCH LLC	1.9960	0.872%	\$ 103,462.15	\$ 47,420.26	\$ 53,788.63
5	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14127 EQUESTRIAN WAY	FRASER CAROL T	2.5140	1.098%	\$ 130,312.54	\$ 59,726.72	\$ 67,747.80
1	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.1690	0.947%	\$ 112,429.56	\$ 51,530.34	\$ 58,450.67
2	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2424 APPALOOSA TRL	PRUDENT KATHERINE M	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96
3	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96
4	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96
5	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2472 APPALOOSA TRL	KESSLER MURRAY S	2.5210	1.101%	\$ 130,675.38	\$ 59,893.03	\$ 67,936.44
6	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2488 APPALOOSA TRL	GYLLEBO FARM LLC	3.1900	1.393%	\$ 165,352.82	\$ 75,786.89	\$ 85,964.79
7	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	3.0650	1.339%	\$ 158,873.48	\$ 72,817.19	\$ 82,596.27
8	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	2.2730	0.993%	\$ 117,820.37	\$ 54,001.13	\$ 61,253.28
9	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2536 APPALOOSA TRL	WINTER HAVEN LLC	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
10	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	1.9960	0.872%	\$ 103,462.15	\$ 47,420.26	\$ 53,788.63
11	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	3.0210	1.320%	\$ 156,592.76	\$ 71,771.85	\$ 81,410.55
12	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2584 APPALOOSA TRL	BIRDSALL DAVID & KAREN	2.6220	1.145%	\$ 135,910.69	\$ 62,292.55	\$ 70,658.21
13	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.4210	1.058%	\$ 125,491.90	\$ 57,517.26	\$ 65,241.62
14	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.6400	1.15%	\$ 136,843.74	\$ 62,720.20	\$ 71,143.29
Total Acres					228.9280	100.000%	\$ 11,866,423.61	\$ 5,438,790.44	\$ 6,169,200.00

* Assessment Amounts Do NOT Include Charges for Water Service Initiation (Capacity & Meter) and Cost to Connect Private Plumbing to Water System

** The Assessment shall be payable in not more than 20 yearly installments.

Grass Turner W:\1525.00 Saddle Trail Park\Chapter 170 Information\Location Map.dwg — Plotted: 2/12/2015 3:49:44 PM Saved: 2/12/2015 3:49:19 PM

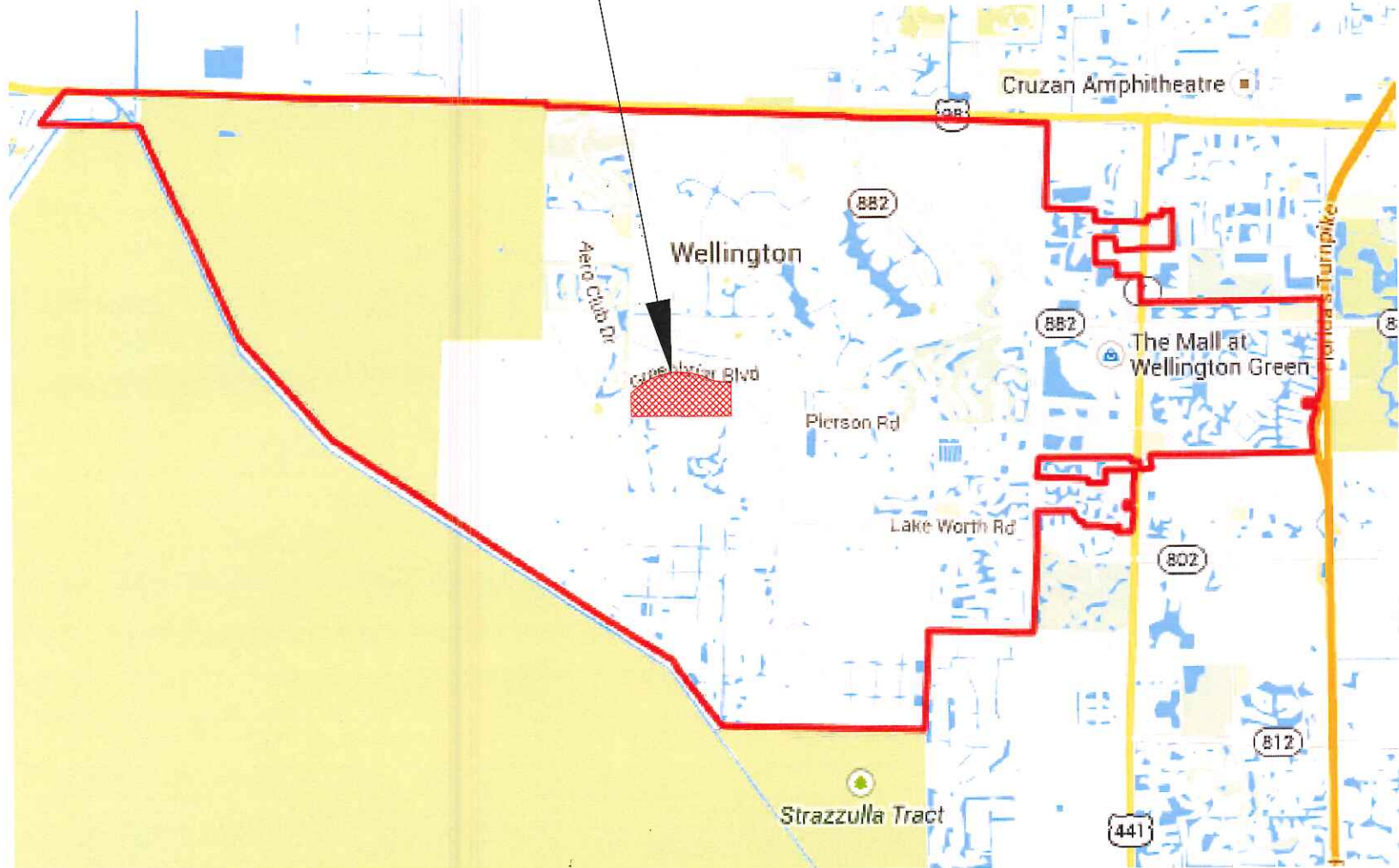
WGI
Wattman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6901 - LB No. 7056



DATE	DRAWN BY
FEB 2015	GAT
DESIGNED BY	CHECKED BY
C.H.	B. LaVoie
WGI PROJECT NUMBER	
1525.00	

WELLINGTON
Engineering Department
12300 West Forest Hill Boulevard, Wellington, Florida 33414

SADDLE TRAIL PARK - (SOUTH)



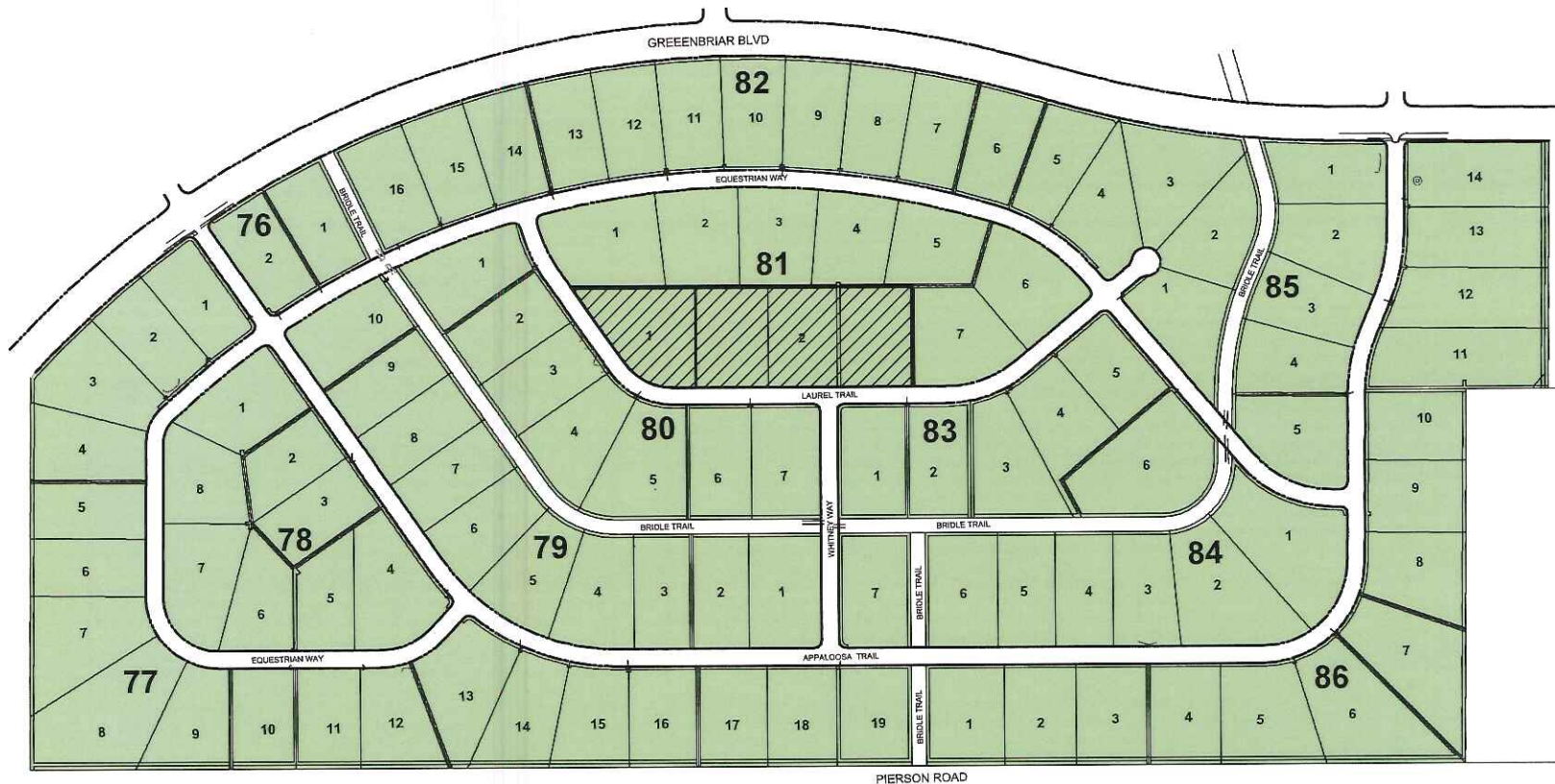
SADDLE TRAIL PARK - (SOUTH)
WELLINGTON, FLORIDA
EXHIBIT "A"
PROJECT LOCATION MAP

LEGEND:

- WELLINGTON CORPORATE BOUNDARY
- ▨ PROJECT AREA

EXHIBIT B

SADDLE TRAIL PARK - (SOUTH) - PLAT



SADDLE TRAIL PARK - (SOUTH) WELLINGTON, FLORIDA EXHIBIT "B"

**PROPERTIES WITHIN
SADDLE TRAIL PARK SOUTH
TO BE ASSESSED**

103 LOTS TOTAL

LEGEND:

- 86** BLOCK NUMBER
6 LOT NUMBER



NOTES:

BLOCKS 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 AND 86 OF THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON AS RECORDED IN PLAT BOOK 41, PAGES 103, 104 & 105 AND THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON REPLAT NO. 1 RECORDED IN PLAT BOOK 108, PAGES 118-119 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 8, 9, 10 & 11 OF BLOCK 81 FROM THE ORIGINAL PLAT OF SADDLE TRAIL PARK OF WELLINGTON WERE RECOMBINED PER PLAT BOOK 108, PAGES 118-119, OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FL

WGI
Wentman Group, Inc.
2086 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - L.B. No. 7065



DATE: FEB 2016
DESIGNED BY: C.J.H.
CHECKED BY: B. Lankford
WGI PROJECT NUMBER: 1525.00
DRAWN BY: GAT

WELLINGTON
Engineering Department
12300 West Forest Hill Boulevard, Wellington, Florida 33414

EXHIBIT "C" - Preliminary Assessment Roll
Saddle Trail Park - (South) Neighborhood Improvement Project
Village of Wellington, Florida
(Revised 9-1-15)

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
1	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	2.0100	0.878%	\$ 54,165.90
2	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	1.9580	0.855%	\$ 52,764.59
1	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9780	0.864%	\$ 53,303.56
2	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9610	0.857%	\$ 52,845.44
3	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.3890	1.044%	\$ 64,379.27
4	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.0730	0.906%	\$ 55,863.64
5	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14695 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
6	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14721 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
7	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14749 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	2.7220	1.189%	\$ 73,353.03
8	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	3.5040	1.531%	\$ 94,426.53
9	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.9980	0.873%	\$ 53,842.53
10	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.8080	0.790%	\$ 48,722.37
11	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.8080	0.790%	\$ 48,722.37
12	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.9890	0.869%	\$ 53,599.99
13	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14911 EQUESTRIAN WAY	SPENCER ELIZABETH H & RACHELE	2.2550	0.985%	\$ 60,768.22
14	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	2.0860	0.911%	\$ 56,213.97
15	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	1.9760	0.863%	\$ 53,249.67
16	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2344 APPALOOSA TRL	HEATON MARILYN B TRUST & HEATON ROBERT C TRUST&	1.9280	0.842%	\$ 51,956.15
17	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2364 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
18	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
19	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.0890	0.913%	\$ 56,294.81
1	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2232 APPALOOSA TRL	MATURO ANTHONY & THERESA	2.2380	0.978%	\$ 60,310.09
2	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2248 APPALOOSA TRL	DAMMERMAN MARSHA F	1.7110	0.747%	\$ 46,108.39

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
3	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2264 APPALOOSA TRL	DAMMERMAN MARSHA F	1.9040	0.832%	\$ 51,309.39
4	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14884 EQUESTRIAN WAY	SOLEAU KELLY	2.6310	1.149%	\$ 70,900.74
5	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14858 EQUESTRIAN WAY	SHORT BUS TRUST NANCY TOROKVEI TR PEPALL WILLIAM E TR	1.7380	0.759%	\$ 46,835.99
6	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14838 EQUESTRIAN WAY	WESTHAVEN FARMS LP	1.8130	0.792%	\$ 48,857.11
7	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14750 EQUESTRIAN WAY	WESTHAVEN FARMS LP	2.3620	1.032%	\$ 63,651.67
8	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14678 EQUESTRIAN WAY	COX OLIVIA	1.9710	0.861%	\$ 53,114.92
1	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	2.2960	1.003%	\$ 61,873.09
2	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	1.8370	0.802%	\$ 49,503.86
3	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2345 APPALOOSA TRL	TAHANTO TRAIL 2009 REALTY TRUST & HURTER PATRICIA TR	1.8370	0.802%	\$ 49,503.86
4	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2329 APPALOOSA TRL	DEFILIPPO ANGEL M & PAUL	2.1730	0.949%	\$ 58,558.46
5	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2297 APPALOOSA TRL	JAYNE ALEX E & LINDA	2.1370	0.933%	\$ 57,588.33
6	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2281 APPALOOSA TRL	JAYNE ALEX E	2.0240	0.884%	\$ 54,543.18
7	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
8	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
9	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	1.8370	0.802%	\$ 49,503.86
10	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	2.1940	0.958%	\$ 59,124.37
1	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14492 EQUESTRIAN WAY	SOMERSET CAPITAL PARTNERS LLC	2.2810	0.996%	\$ 61,468.87
2	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14564 LAUREL TRL	GRINDSTONE FARM LLC	2.0210	0.883%	\$ 54,462.33
3	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14565 LAUREL TRL	GRINDSTONE FARM LLC	2.0200	0.882%	\$ 54,435.39
4	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14566 LAUREL TRL	GRINDSTONE FARM LLC	2.2510	0.983%	\$ 60,660.42
5	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14466 LAUREL TRL	IPX LAUREL TRAIL LLC	2.6920	1.176%	\$ 72,544.59
6	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14434 LAUREL TRL	THOMPSON EVE L	2.0200	0.882%	\$ 54,435.39
7	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14402 LAUREL TRL	STELLAR EQUESTRIAN SOUTH LLC	2.2040	0.963%	\$ 59,393.86
1	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14410 EQUESTRIAN WAY	LINDERS CHRISTY & CLARKE	2.6490	1.157%	\$ 71,385.81
2	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14372 EQUESTRIAN WAY	BOSTOM ALAN	2.1340	0.932%	\$ 57,507.48
3	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14330 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.0810	0.909%	\$ 56,079.22
4	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14290 EQUESTRIAN WAY	LTR 1437 LLC	1.9620	0.857%	\$ 52,872.39
5	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14248 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	1.9600	0.856%	\$ 52,818.49
6	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14194 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.3640	1.033%	\$ 63,705.57
7	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14307 LAUREL TRL	HEMINGWAY JON F TRUST	2.4550	1.072%	\$ 66,157.86
2	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14290 EQUESTRIAN WAY	LTR 1437 LLC	5.5600	2.429%	\$ 149,832.05
1	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14499 LAUREL TRL	CHARBONEAU M DIANE & GARY	2.9100	1.271%	\$ 78,419.29
1	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.2900	1.000%	\$ 61,711.40

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.1790	0.952%	\$ 58,720.15
3	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14179 LAUREL TRL	CLARKE DAVID H & LESLIE	2.5700	1.123%	\$ 69,256.90
4	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.1450	0.937%	\$ 57,803.91
5	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.0390	0.891%	\$ 54,947.40
6	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9750	0.863%	\$ 53,222.72
7	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9610	0.857%	\$ 52,845.44
8	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14289 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
9	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14317 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
10	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14343 EQUESTRIAN WAY	EQUESTRIAN WAY LLC	1.9610	0.857%	\$ 52,845.44
11	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
12	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
13	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
14	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14451 EQUESTRIAN WAY	EVANS LINDA J & MAROIS JOSEPH A	1.9610	0.857%	\$ 52,845.44
15	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	1.9610	0.857%	\$ 52,845.44
16	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	2.1720	0.949%	\$ 58,531.51
1	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14370 LAUREL TRL	TRAVIS BRUCE E & KIMBERLY	2.2040	0.963%	\$ 59,393.86
2	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14338 LAUREL TRL	DAYTON DEBORAH W & RAYNOR	1.9820	0.866%	\$ 53,411.35
3	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.3890	1.044%	\$ 64,379.27
4	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.1650	0.946%	\$ 58,342.88
5	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14242 LAUREL TRL	FOUR TRUST OF FLORIDA LLC	1.9830	0.866%	\$ 53,438.30
6	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14129 EQUESTRIAN WAY	BOSTWICK DIANE	3.5950	1.570%	\$ 96,878.82
1	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14120 EQUESTRIAN WAY	ZIEBA FAMILY TRUST	3.3750	1.474%	\$ 90,950.21
2	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2473 APPALOOSA TRL	BLUE HILL FARM PROPERTIES LLC	3.1560	1.379%	\$ 85,048.55
3	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2455 APPALOOSA TRL	DE BEIR BERKOS ELIZABETH	1.9820	0.866%	\$ 53,411.35
4	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2439 APPALOOSA TRL	LA QUADRA LLC	1.8370	0.802%	\$ 49,503.86
5	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	1.8370	0.802%	\$ 49,503.86
6	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	2.2960	1.003%	\$ 61,873.09
7	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2393 APPALOOSA TRL	DIGIOACCHINO GINO	2.2960	1.003%	\$ 61,873.09
1	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2617 APPALOOSA TRL	LINDERS WHITNEY	2.0870	0.912%	\$ 56,240.91
2	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2601 APPALOOSA TRL	HADFIELD CYNTHIA M	2.2270	0.973%	\$ 60,013.66
3	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2583 APPALOOSA TRL	ORIENTAL CAPITAL COMPANY	2.0310	0.887%	\$ 54,731.82
4	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2567 APPALOOSA TRL	RUSTY PONY RANCH LLC	1.9960	0.872%	\$ 53,788.63
5	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14127 EQUESTRIAN WAY	FRASER CAROL T	2.5140	1.098%	\$ 67,747.80
1	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.1690	0.947%	\$ 58,450.67

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2424 APPALOOSA TRL	PRUDENT KATHERINE M	2.0090	0.878%	\$ 54,138.96
3	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
4	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
5	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2472 APPALOOSA TRL	KESSLER MURRAY S	2.5210	1.101%	\$ 67,936.44
6	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2488 APPALOOSA TRL	GYLLEBO FARM LLC	3.1900	1.393%	\$ 85,964.79
7	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	3.0650	1.339%	\$ 82,596.27
8	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	2.2730	0.993%	\$ 61,253.28
9	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2536 APPALOOSA TRL	WINTER HAVEN LLC	2.0090	0.878%	\$ 54,138.96
10	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	1.9960	0.872%	\$ 53,788.63
11	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	3.0210	1.320%	\$ 81,410.55
12	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2584 APPALOOSA TRL	BIRDSALL DAVID & KAREN	2.6220	1.145%	\$ 70,658.21
13	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.4210	1.058%	\$ 65,241.62
14	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2616 APPALOOSA TRL	MONTGOMERY JULIE P	2.6400	1.15%	\$ 71,143.29
Total Acres					228.9280	100.000%	\$ 6,169,200.00

* Assessment Amounts Do NOT Include Charges for Water Service Initiation (Capacity & Meter) and Cost to Connect Private Plumbing to Water System

** The Assessment shall be payable in not more than 20 yearly installments.

WELLINGTON
WATER AND WASTEWATER MISCELLANEOUS CHARGES
BEGINNING OCTOBER 1, 2014

EXHIBIT D**METER CHARGES & DEPOSITS**

Meter Size	Meter Charge (new meter installation)	Builders Blanket Deposit	Homeowners	
			Water	Sewer
5/8" Meter	350.00	500.00	70.00	60.00
1" Meter	400.00	500.00	110.00	90.00
1 1/2" Meter	575.00	500.00	220.00	180.00
2" Meter	765.00	500.00	335.00	265.00
3" Meter	1,250.00	500.00	750.00	600.00
4" Meter	1,918.00	500.00	1,050.00	850.00
6" Meter	3,440.00	500.00	2,400.00	1,900.00
8" Meter	Actual Cost	500.00	3,750.00	3,000.00

RESIDENT CAPACITY CHARGES

	Water	Sewer
3/4" or Smaller Meter	1,660.00	1,890.00
1" Meter	2,739.00	3,119.00

RESIDENTIAL MASTER METER (per unit)

Water	1,330.00
Sewer	1,510.00

COMMERCIAL CAPACITY CHARGES

	Water	Sewer
5/8" Meter	1,660.00	1,890.00
1" Meter	4,150.00	4,725.00
1 1/2" Meter	8,300.00	9,450.00
2" Meter	13,280.00	15,120.00
3" Meter	26,560.00	30,240.00
4" Meter	41,500.00	47,250.00
6" Meter	83,000.00	94,500.00
8" Meter	132,800.00	151,200.00

MISCELLANEOUS CHARGES

Account Application/Service Initiation	25.00
Account Transfer	25.00
Return Check Charge	
Face Value Up To \$50	25.00
Face Value Between \$51 - \$300	30.00
Face Value Greater Than \$300	Greater of \$40 or 5%
Delinquent Account Charge	Greater of 2% or \$5
Disconnect for Non-Payment	
Normal Hours	25.00
After Hours	50.00
Service Calls	
Normal Hours	15.00
After Hours	50.00
Meter Test Fee (if meter is correct)	
2" Meter or Smaller	40.00
Greater Than 2" Meter	Actual Cost
Unauthorized Connection/Tampering Charge per incident for investigation, correction and administration	300.00
Meter Installation Inspection or Sewer Tap Inspection (each)	25.00
Palm Beach County Recording Fees, Liens, Tax Deeds	40.00
Assessment Charges	35.00
Grease Trap Inspection Fee	40.00
Backflow Preventor Inspection Fee	30.00

NOTE: OUTSIDE VILLAGE BOUNDARIES, ADD A 25% SUR-CHARGE TO ALL RATES AND CHARGES LISTED (with the exception of delinquent charge, assessment charges, return check charge & unauthorized connections and tampering)

INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
COVER	TITLE SHEET
GN-1 THRU GN-2	GENERAL NOTES
TYP-1	TYPICAL SECTIONS
PDD-1 THRU PDD-2	PAVING, GRADING AND DRAINAGE DETAILS
SWPP-1 THRU SWPP-2	STORMWATER POLLUTION PREVENTION PLAN
KEY-1	KEY PLAN
PD-1 THRU PD-12	ROADWAY PLANS: APPALOOSA TRAIL
PD-13 THRU PD-24	ROADWAY PLANS: EQUESTRIAN WAY
PD-25 THRU PD-29	ROADWAY PLANS: LAUREL TRAIL
PD-30 THRU PD-31	ROADWAY PLANS: WHITNEY WAY
SEC-1 THRU SEC-8	ROADWAY CROSS SECTIONS: APPALOOSA TRAIL
SEC-9 THRU SEC-15	DRIVEWAY CROSS SECTIONS: APPALOOSA TRAIL
SEC-16 THRU SEC-22	ROADWAY CROSS SECTIONS: EQUESTRIAN WAY
SEC-23 THRU SEC-28	DRIVEWAY CROSS SECTIONS: EQUESTRIAN WAY
SEC-29 THRU SEC-31	ROADWAY CROSS SECTIONS: LAUREL TRAIL
SEC-32 THRU SEC-34	DRIVEWAY CROSS SECTIONS: LAUREL TRAIL
SEC-35	ROADWAY CROSS SECTIONS: WHITNEY WAY
SEC-36	DRIVEWAY CROSS SECTIONS: WHITNEY WAY
WS-1 THRU WS-16	WATER PLAN
WSD-1 THRU WSD-3	WATER DETAILS

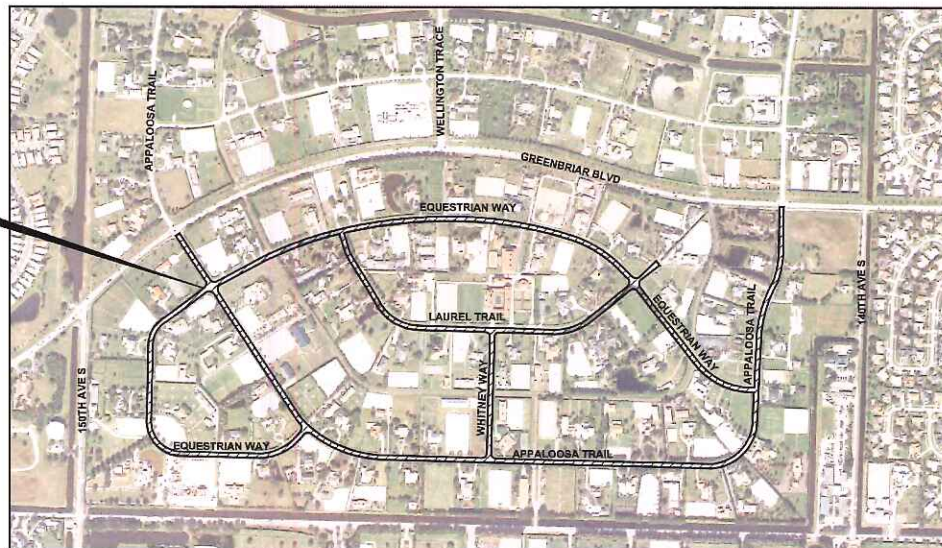
VILLAGE OF WELLINGTON, FLORIDA

SADDLE TRAIL PARK SOUTH CONSTRUCTION PLANS

WELLINGTON BID NO. 002-15/DZ

VILLAGE COUNCILBOB MARGOLIS
MAYORJOHN GREENE
VICE MAYORMATT WILLHITE
COUNCILMANJOHN MCGOVERN
COUNCILMANANNE GERWIG
COUNCILWOMAN

PROJECT



REPRODUCTION:
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS
MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS
MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SECTION 17, TOWNSHIP 44S, RANGE 41E
SADDLE TRAIL PARK SOUTH
WELLINGTON, FL 33414

LOCATION MAP
N.T.S.



100% PLANS
AUGUST 20, 2015

ENGINEER OF RECORD
BRIAN J. LAMOTTE, P.E.
PES 44074
August 19, 2015



DATE FEB 2015	DRAWN BY RLK
DESIGNED BY BJL	CHECKED BY DKS

REVISIONS



SADDLE TRAIL PARK SOUTH
WELLINGTON, FLORIDA

2015 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Phone No. 407.689.2250
Fax No. 407.689.2250
Curt No. 6091 • J.B. No. 7055

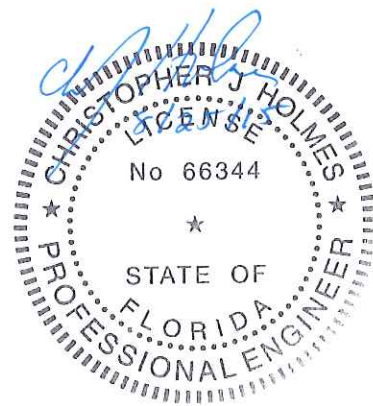
WGI
Wantman Group, Inc.

WGI PROJECT NUMBER 1525.00
SHEET NUMBER COVER

ATTACHMENT 1

**WANTMAN GROUP, INC.
ENGINEER'S OPINION OF CONSTRUCTION COST
FINAL DESIGN PHASE
SADDLE TRAIL PARK SOUTH
WGI Project No: 1525.00**

		TOTAL COST:	
ROADWAY, DRAINAGE, AND BRIDLE TRAIL WATER DISTRIBUTION			\$ 2,705,863.38
			\$ 1,154,498.70
	SUBTOTAL		\$ 3,860,362.08
MOBILIZATION / GENERAL CONDITIONS/MOT/NPDES ENGINEERING, TESTING, AND SURVEY CONTINGENCY			\$420,319.74
			\$579,054.31
			\$579,054.31
	SUBTOTAL		\$ 5,438,790.44



WANTMAN GROUP, INC.
ENGINEER'S OPINION OF CONSTRUCTION COST
FINAL DESIGN PHASE
SADDLE TRAIL PARK SOUTH
WGI Project No: 1525.00

PAVING AND DRAINAGE-ROADWAYS

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>CURRENT UNIT COST</u>	<u>COST</u>
CLEARING AND GRUBBING (R/W TO R/W)	LS	1	\$150,000.00	\$150,000.00
ROADWAY EXCAVATION	CY	19,734	\$5.30	\$104,590.20
SWALE EXCAVATION	CY	8,810	\$5.30	\$46,693.00
TOP SOIL REMOVAL AND DISPOSAL	CY	1,523	\$12.72	\$19,372.56
MILL AND RESURFACE ASPHALT PAVEMENT	SY	188	\$20.14	\$3,786.32
12" COMPACTED SUBGRADE	SY	46,194	\$2.65	\$122,414.10
8" COMPACTED BASE	SY	46,194	\$12.72	\$587,587.68
COURSE AGGREGATE (CULVERTS)	SY	581	\$8.48	\$4,926.88
1.5" SP 9.5 ASPHALT	TON	3,897	\$137.80	\$537,006.60
SP 9.5 ASPHALT (SPEED HUMP)	TON	135	\$137.80	\$18,603.00
12" CONCRETE HEADER CURB	LF	3,900	\$30.21	\$117,819.00
CATCH BASIN REMOVAL AND DISPOSAL	EA	19	\$530.00	\$10,070.00
STORM PIPE REMOVAL AND DISPOSAL	LF	642	\$21.20	\$13,610.40
12" RCP	LF	5232	\$31.80	\$166,377.60
15" RCP	LF	560	\$37.10	\$20,776.00
18" RCP	LF	419	\$42.40	\$17,765.60
24" RCP	LF	42	\$53.00	\$2,226.00
36" RCP	LF	71	\$84.80	\$6,020.80
CONCRETE COLLAR	EA	4	\$1,579.40	\$6,317.60
12" CONCRETE MITERED END SECTION	EA	214	\$1,060.00	\$226,840.00
15" CONCRETE MITERED END SECTION	EA	2	\$1,272.00	\$2,544.00
TYPE 'C' INLETS	EA	28	\$2,332.00	\$65,296.00
STORM MANHOLE	EA	3	\$2,650.00	\$7,950.00
SOD (SWALES)	SY	34794	\$3.08	\$107,165.52
SIDEWALK REMOVAL AND RESTORATION	SY	24	\$49.13	\$1,179.12
				\$ 2,366,937.98

PAVING -BRIDLE TRAIL

BRIDLE PATH EXCAVATION	CY	2,575	\$5.30	\$13,647.50
4" SHELLROCK (Bridle Path)	SY	23,405	\$10.60	\$248,093.00
				\$261,740.50

SIGNING AND MARKING

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>CURRENT UNIT COST</u>	<u>COST</u>
12" SOLID WHITE (THERMOPLASTIC)	LF	782	\$1.59	\$1,243.38
24" SOLID WHITE STOP BARD (THERMOPLASTIC)	LF	176	\$3.27	\$575.52
6" SOLID DOUBLE YELLOW (THERMOPLASTIC)	LF	325	\$2.12	\$689.00
SPEED HUMP STRIPING	EA	26	\$530.00	\$13,780.00
REMOVE AND RELCOATE EXIST SIGN	EA	19	\$106.00	\$2,014.00
W11-7. EQUESTRIAN CROSSING SIGN	EA	26	\$291.50	\$7,579.00
W13-1 SPEED SIGN	EA	52	\$291.50	\$15,158.00
W17-1 SPEED HUMP SIGN	EA	52	\$291.50	\$15,158.00
W116-9P AHEAD SIGN	EA	14	\$291.50	\$4,081.00
BUMP AHEAD SIGN	EA	52	\$291.50	\$15,158.00
R1-1 STOP SIGN	EA	2	\$291.50	\$583.00
R1-3 "4 WAY" STOP SIGN	EA	4	\$291.50	\$1,166.00
				\$77,184.90

SUBTOTAL (PAVING, DRAINAGE, AND BRIDLE TRAIL)

\$ 2,705,863.38

WANTMAN GROUP, INC.
ENGINEER'S OPINION OF CONSTRUCTION COST
FINAL DESIGN PHASE
SADDLE TRAIL PARK SOUTH
WGI Project No: 1525.00

WATER DISTRIBUTION

<u>DESCRIPTION (WATER)</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>CURRENT</u>	
			<u>UNIT COST</u>	
2" POLY WATER SERVICE	LF	1,982	\$21.20	\$42,018.40
4" DIP FIRE MAIN	LF	60	\$48.00	\$2,880.00
6" DIP FIRE MAIN	LF	150	\$53.00	\$7,950.00
8" DIP WM	LF	692	\$63.60	\$44,011.20
8" PVC WATER MAIN	LF	16,850	\$42.40	\$714,440.00
FIRE HYDRANT ASSEMBLY WITH GATE VALVE	EA	30	\$4,759.40	\$142,782.00
4" GATE VALVE WITH CONCRETE COLLAR	EA	3	\$1,584.70	\$4,754.10
8" GATE VALVE WITH CONCRETE COLLAR	EA	35	\$1,855.00	\$64,925.00
8" X 4" TEE	EA	3	\$636.00	\$1,908.00
8" X 8" TEE	EA	7	\$848.00	\$5,936.00
8" CROSS	EA	1	\$1,060.00	\$1,060.00
8" 11.25 DEGREE BEND	EA	4	\$583.00	\$2,332.00
8" 45 DEGREE BEND	EA	55	\$583.00	\$30,250.00
8" X 6" REDUCER	EA	1	\$1,060.00	\$1,060.00
2" CORP STOP W/ DOUBLE STRAP SADDLE	EA	71	\$312.70	\$22,201.70
2" CURB STOP	EA	71	\$312.70	\$22,201.70
CONCRETE METER BOX	EA	71	\$206.70	\$14,675.70
SAMPLE POINT	EA	11	\$439.90	\$4,838.90
8" X 12" TAPPING TEE AND VALVE	EA	2	\$7,897.00	\$15,794.00
2" BYPASS WITH CORP. STOP, BALL VALVES, & RPZ	EA	2	\$4,240.00	\$8,480.00
			\$ 1,154,498.70	



Village of Wellington

Legislation Text

File #: 15-661, Version: 1

ITEM: RESOLUTION NO. R2015-71 (SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT PUBLIC HEARING FOR THE SPECIAL ASSESSMENT)

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON SETTING A PUBLIC HEARING TO BE HELD AT WELLINGTON'S REGULARLY SCHEDULED COUNCIL MEETING STARTING AT 7 P.M. ON OCTOBER 27, 2015, AT ITS MUNICIPAL OFFICE BUILDING LOCATED AT 12300 FOREST HILL BLVD., WELLINGTON, FL 33414, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN ASSESSABLE PROPERTY WITHIN THE VILLAGE OF WELLINGTON PURSUANT TO ITS CHARTER 3 CODE OF ORDINANCES AND CHAPTER 170, F.S.

REQUEST: Approval of Resolution No. R2015-71 setting the time and place of the public hearing for the Special Assessment for the Saddle Trail Park (South) Neighborhood Improvement Project.

EXPLANATION: Council approved the original Resolution Setting the Time and Place for the Special Assessment Public Hearing (R2015-18) for the Saddle Trail Park Neighborhood Improvement Project on February 24, 2015. Due to a technical error discovered in the Methodology Report, the Special Assessment process must be repeated. Therefore, the original Resolution (R2015-18) must be repealed and this new Resolution Setting the Time and Place for the Special Assessment Public Hearing must be approved in order to move forward with the Special Assessment process and construction of the improvements. The original Resolution (R201518) is being repealed as part of the Notice of Intent Resolution (R2015-70).

After approval of the Notice of Intent Resolution for the Special Assessment process and Pursuant to Chapter 170 of the Florida State Statutes and Chapter 3 of Wellington's Code of Ordinances, this Resolution, if approved by Council, sets the time and place of the Special Assessment Public Hearing for the Saddle Trail Park (South) Improvement Project. The proposed time is Wellington's regularly scheduled Council meeting on November 10, 2015 which starts at 7 PM. The proposed location is the Wellington Municipal Office Building. A copy of the Official Notice is provided herein as Exhibit A.

As required, the Preliminary Assessment Roll has been prepared and is attached herein as Attachment #1. A copy of the Preliminary Assessment Roll is available for public review in Wellington's Clerk's Office located in the Wellington Municipal Office Building located at 12300 Forest Hill Boulevard, Wellington, Florida.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: None at this time.

File #: 15-661, Version: 1

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2015-71 setting the time and place of the public hearing for the Special Assessment for the Saddle Trail Park (South) Neighborhood Improvement Project and the Repeal of Resolution No. R2015-18.

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RESOLUTION NO. R2015-71

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON SETTING A PUBLIC HEARING TO BE HELD AT WELLINGTON'S REGULARLY SCHEDULED COUNCIL MEETING STARTING AT 7 P.M. ON NOVEMBER 10, 2015, AT ITS VILLAGE HALL BUILDING LOCATED AT 12300 FOREST HILL BLVD., WELLINGTON, FL 33414, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN ASSESSABLE PROPERTY WITHIN THE VILLAGE OF WELLINGTON PURSUANT TO ITS CHARTER AND CHAPTER 170, F.S.

15 **WHEREAS**, the Village Council (the "Village Council") of the Village of Wellington
16 has adopted Resolution No. R2015-70 (the "Assessment Intent Resolution"), for implementing
17 the limits, definitions, purpose, intent, location, nature and estimated cost of the Improvements to
18 be defrayed, in whole or in part, by certain non-ad valorem special assessments (the "Special
19 Assessments") on certain benefited properties (the "Assessable Property") within the boundaries
20 of the Village of Wellington; and
21

22 **WHEREAS**, the Assessment Intent Resolution provides for the estimated cost of the
23 Improvements to be defrayed by non-ad valorem special assessments and provides further for the
24 manner in which such Special Assessments shall be levied, when the levy shall occur, and setting
25 forth and designating the Assessable Property upon which the Special Assessments shall be
26 levied, providing for an Assessment Plat, the preparation of a Preliminary Assessment Roll, and
27 related matters; and
28

29 **WHEREAS**, the Assessment Intent Resolution further provides for notice and conduct of
30 a public hearing to consider the advisability and propriety of the Special Assessments and the
31 Improvements; and
32

33 **WHEREAS**, pursuant to the Assessment Intent Resolution, a Preliminary Assessment
34 Roll has been prepared and all of the conditions precedent set forth in applicable provisions of
35 the Code and Chapter 170, Florida Statutes, pertaining to the notice and conduct of the
36 aforementioned Public Hearing have been satisfied and all related documents are available for
37 public inspection at the Wellington Municipal Office Building located at 12300 Forest Hill
38 Blvd., Wellington, FL 33414 (the "Wellington Municipal Office Building").
39

40 **NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE**
41 **VILLAGE OF WELLINGTON THAT:**
42

43 **SECTION 1. SETTING OF PUBLIC HEARING.** A public hearing shall be held at
44 Wellington's Regular Council Meeting on November 10, 2015 starting at 7 P.M., at the
45 Wellington Municipal Office Building located at 12300 Forest Hill Blvd., Wellington, FL 33414,
46 for the purpose of hearing questions, comments and objections to the proposed Special

1 Assessments and the Improvements, as described in the Preliminary Assessment Roll for the
2 Assessable Property, a copy of which Preliminary Assessment Roll is available for inspection in
3 the Wellington Clerk's Office at the Wellington Village Hall Building. Affected persons may
4 either appear at the hearing or submit their written comments prior to the meeting to the office of
5 the Village of Wellington's Manager, located in the Wellington Municipal Office Building.
6

7 **SECTION 2. ADVERTISEMENT OF PUBLIC HEARING.** A notice, substantially in the
8 form attached hereto as Exhibit "A", of said public hearing shall be advertised in accordance
9 with Chapter 170, Florida Statutes, and the Village of Wellington's Clerk is hereby authorized
10 and directed to place said notice in a newspaper of general circulation within Palm Beach
11 County, Florida by two publications one week apart with the last publication at least one week
12 prior to the date of the hearing established herein. The Village of Wellington's Clerk shall
13 obtain for her files a publisher's affidavit verifying such publication of notice. The Village of
14 Wellington's Clerk is further authorized and directed to give thirty (30) days advance written
15 notice by U.S. Mail of the time and place of this public hearing to the owners of the Assessable
16 Property to be assessed and include in such notice the amount of the Special Assessment for each
17 lot or parcel of Assessable Property, a description of the areas to be improved and notice that
18 information concerning the Special Assessments is available for inspection at the Wellington
19 Village Hall Building.
20

21 **SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.
22
23

24 **PASSED AND ADOPTED** this 10th day of September, 2015.
25
26

27 **ATTEST:**

VILLAGE OF WELLINGTON

28
29 By: _____
30 Awilda Rodriquez, Clerk

By: _____
Bob Margolis, Mayor

31
32
33 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY**
34

35 By: _____
36 Laurie Cohen, Village Attorney

EXHIBIT “A”
VILLAGE OF WELLINGTON NOTICE OF HEARING TO LEVY
AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT
OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Village Council for the Village of Wellington and located in Palm Beach County, Florida, will conduct a Public Hearing to determine whether to levy Special Assessments upon the Assessable Property described below.

The purpose of the Special Assessments is to fund the cost of certain public infrastructure improvements, collectively referred to as the Saddle Trail Park (South) Neighborhood Improvement Project, for the benefit of the Assessable Property. Such public infrastructure improvements include roadway, horse path, and potable water line works and improvements, related systems, facilities and services.

A Public Hearing to receive comments from affected real property owners as to the propriety and advisability of making such public infrastructure improvements, as to the cost thereof; as to the manner of payment thereof; and as to the amount thereof to be assessed against the Assessable Property and whether to levy special assessments to pay such costs will be held on November 10, 2015 at Wellington’s regularly scheduled Council meeting starting at 7 p.m. at the Wellington Municipal Office Building located at 12300 Forest Hill Blvd., Wellington, FL 33414.

All affected real property owners have a right to appear at the Public Hearing. Actions taken by the Village Council at this public hearing, including the adoption of an assessment resolution shall be the final adjudication of the subject presented, including whether to levy the non-ad valorem special assessments, the ascertainment and declaration of special benefits peculiar to the Assessable Property, the fairness and reasonableness of the duty to pay the Special Assessments and rate of the Special Assessment, unless proper steps are timely initiated in a court of competent jurisdiction following the date of the Village Council’s action at the Public Hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

A description of each lot or parcel of real property to be assessed and the amount to be assessed to each such lot or parcel of Assessable Property may be ascertained by all persons interested at the Wellington Municipal Office Building located at 12300 Forest Hill Blvd., Wellington, FL 33414.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least two (2) days’ notice prior to the proceeding. Please contact the Village of Wellington’s Manager at (561) 791-4000 for assistance.

(SEE BELOW LEGAL DESCRIPTION)

LEGAL DESCRIPTION

All properties located within the Saddle Trail Park of Wellington P.U.D Plat, as recorded in Plat Book 41, Pages 103-105 of the Official Records of Palm Beach County, Florida, and lying south of the southern right-of-way line of Greenbriar Boulevard. This includes all lots within Blocks 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86, only.

All properties located within the Saddle Trail Park of Wellington Replat No. 1 as recorded in Plat Book 108, Pages 118-119 of the Official Records of Palm Beach County, Florida. This includes Lots 1 and 2.

ATTACHMENT #1 - Preliminary Assessment Roll
Saddle Trail Park - (South) Neighborhood Improvement Project
Village of Wellington, Florida
(Revised 9-1-15)

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
1	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	2.0100	0.878%	\$ 54,165.90
2	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	1.9580	0.855%	\$ 52,764.59
1	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9780	0.864%	\$ 53,303.56
2	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9610	0.857%	\$ 52,845.44
3	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.3890	1.044%	\$ 64,379.27
4	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.0730	0.906%	\$ 55,863.64
5	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14695 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
6	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14721 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
7	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14749 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	2.7220	1.189%	\$ 73,353.03
8	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	3.5040	1.531%	\$ 94,426.53
9	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.9980	0.873%	\$ 53,842.53
10	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.8080	0.790%	\$ 48,722.37
11	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.8080	0.790%	\$ 48,722.37
12	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.9890	0.869%	\$ 53,599.99
13	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14911 EQUESTRIAN WAY	SPENCER ELIZABETH H & RACHELE	2.2550	0.985%	\$ 60,768.22
14	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	2.0860	0.911%	\$ 56,213.97
15	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	1.9760	0.863%	\$ 53,249.67
16	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2344 APPALOOSA TRL	HEATON MARILYN B TRUST & HEATON ROBERT C TRUST&	1.9280	0.842%	\$ 51,956.15
17	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2364 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
18	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
19	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.0890	0.913%	\$ 56,294.81
1	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2232 APPALOOSA TRL	MATURO ANTHONY & THERESA	2.2380	0.978%	\$ 60,310.09
2	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2248 APPALOOSA TRL	DAMMERMAN MARSHA F	1.7110	0.747%	\$ 46,108.39

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
3	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2264 APPALOOSA TRL	DAMMERMAN MARSHA F	1.9040	0.832%	\$ 51,309.39
4	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14884 EQUESTRIAN WAY	SOLEAU KELLY	2.6310	1.149%	\$ 70,900.74
5	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14858 EQUESTRIAN WAY	SHORT BUS TRUST NANCY TOROKVEI TR PEPALL WILLIAM E TR	1.7380	0.759%	\$ 46,835.99
6	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14838 EQUESTRIAN WAY	WESTHAVEN FARMS LP	1.8130	0.792%	\$ 48,857.11
7	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14750 EQUESTRIAN WAY	WESTHAVEN FARMS LP	2.3620	1.032%	\$ 63,651.67
8	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14678 EQUESTRIAN WAY	COX OLIVIA	1.9710	0.861%	\$ 53,114.92
1	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	2.2960	1.003%	\$ 61,873.09
2	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	1.8370	0.802%	\$ 49,503.86
3	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2345 APPALOOSA TRL	TAHANTO TRAIL 2009 REALTY TRUST & HURTER PATRICIA TR	1.8370	0.802%	\$ 49,503.86
4	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2329 APPALOOSA TRL	DEFILIPPO ANGEL M & PAUL	2.1730	0.949%	\$ 58,558.46
5	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2297 APPALOOSA TRL	JAYNE ALEX E & LINDA	2.1370	0.933%	\$ 57,588.33
6	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2281 APPALOOSA TRL	JAYNE ALEX E	2.0240	0.884%	\$ 54,543.18
7	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
8	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
9	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	1.8370	0.802%	\$ 49,503.86
10	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	2.1940	0.958%	\$ 59,124.37
1	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14492 EQUESTRIAN WAY	SOMERSET CAPITAL PARTNERS LLC	2.2810	0.996%	\$ 61,468.87
2	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14564 LAUREL TRL	GRINDSTONE FARM LLC	2.0210	0.883%	\$ 54,462.33
3	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14565 LAUREL TRL	GRINDSTONE FARM LLC	2.0200	0.882%	\$ 54,435.39
4	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14566 LAUREL TRL	GRINDSTONE FARM LLC	2.2510	0.983%	\$ 60,660.42
5	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14466 LAUREL TRL	IPX LAUREL TRAIL LLC	2.6920	1.176%	\$ 72,544.59
6	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14434 LAUREL TRL	THOMPSON EVE L	2.0200	0.882%	\$ 54,435.39
7	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14402 LAUREL TRL	STELLAR EQUESTRIAN SOUTH LLC	2.2040	0.963%	\$ 59,393.86
1	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14410 EQUESTRIAN WAY	LINDERS CHRISTY & CLARKE	2.6490	1.157%	\$ 71,385.81
2	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14372 EQUESTRIAN WAY	BOSTOM ALAN	2.1340	0.932%	\$ 57,507.48
3	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14330 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.0810	0.909%	\$ 56,079.22
4	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14290 EQUESTRIAN WAY	LTR 1437 LLC	1.9620	0.857%	\$ 52,872.39
5	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14248 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	1.9600	0.856%	\$ 52,818.49
6	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14194 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.3640	1.033%	\$ 63,705.57
7	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14307 LAUREL TRL	HEMINGWAY JON F TRUST	2.4550	1.072%	\$ 66,157.86
2	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14290 EQUESTRIAN WAY	LTR 1437 LLC	5.5600	2.429%	\$ 149,832.05
1	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14499 LAUREL TRL	CHARBONEAU M DIANE & GARY	2.9100	1.271%	\$ 78,419.29
1	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.2900	1.000%	\$ 61,711.40

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.1790	0.952%	\$ 58,720.15
3	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14179 LAUREL TRL	CLARKE DAVID H & LESLIE	2.5700	1.123%	\$ 69,256.90
4	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.1450	0.937%	\$ 57,803.91
5	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.0390	0.891%	\$ 54,947.40
6	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9750	0.863%	\$ 53,222.72
7	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9610	0.857%	\$ 52,845.44
8	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14289 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
9	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14317 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
10	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14343 EQUESTRIAN WAY	EQUESTRIAN WAY LLC	1.9610	0.857%	\$ 52,845.44
11	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
12	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
13	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
14	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14451 EQUESTRIAN WAY	EVANS LINDA J & MAROIS JOSEPH A	1.9610	0.857%	\$ 52,845.44
15	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	1.9610	0.857%	\$ 52,845.44
16	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	2.1720	0.949%	\$ 58,531.51
1	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14370 LAUREL TRL	TRAVIS BRUCE E & KIMBERLY	2.2040	0.963%	\$ 59,393.86
2	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14338 LAUREL TRL	DAYTON DEBORAH W & RAYNOR	1.9820	0.866%	\$ 53,411.35
3	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.3890	1.044%	\$ 64,379.27
4	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.1650	0.946%	\$ 58,342.88
5	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14242 LAUREL TRL	FOUR TRUST OF FLORIDA LLC	1.9830	0.866%	\$ 53,438.30
6	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14129 EQUESTRIAN WAY	BOSTWICK DIANE	3.5950	1.570%	\$ 96,878.82
1	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14120 EQUESTRIAN WAY	ZIEBA FAMILY TRUST	3.3750	1.474%	\$ 90,950.21
2	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2473 APPALOOSA TRL	BLUE HILL FARM PROPERTIES LLC	3.1560	1.379%	\$ 85,048.55
3	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2455 APPALOOSA TRL	DE BEIR BERKOS ELIZABETH	1.9820	0.866%	\$ 53,411.35
4	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2439 APPALOOSA TRL	LA QUADRA LLC	1.8370	0.802%	\$ 49,503.86
5	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	1.8370	0.802%	\$ 49,503.86
6	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	2.2960	1.003%	\$ 61,873.09
7	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2393 APPALOOSA TRL	DIGIOACCHINO GINO	2.2960	1.003%	\$ 61,873.09
1	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2617 APPALOOSA TRL	LINDERS WHITNEY	2.0870	0.912%	\$ 56,240.91
2	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2601 APPALOOSA TRL	HADFIELD CYNTHIA M	2.2270	0.973%	\$ 60,013.66
3	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2583 APPALOOSA TRL	ORIENTAL CAPITAL COMPANY	2.0310	0.887%	\$ 54,731.82
4	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2567 APPALOOSA TRL	RUSTY PONY RANCH LLC	1.9960	0.872%	\$ 53,788.63
5	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14127 EQUESTRIAN WAY	FRASER CAROL T	2.5140	1.098%	\$ 67,747.80
1	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.1690	0.947%	\$ 58,450.67

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2424 APPALOOSA TRL	PRUDENT KATHERINE M	2.0090	0.878%	\$ 54,138.96
3	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
4	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
5	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2472 APPALOOSA TRL	KESSLER MURRAY S	2.5210	1.101%	\$ 67,936.44
6	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2488 APPALOOSA TRL	GYLEBO FARM LLC	3.1900	1.393%	\$ 85,964.79
7	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	3.0650	1.339%	\$ 82,596.27
8	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	2.2730	0.993%	\$ 61,253.28
9	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2536 APPALOOSA TRL	WINTER HAVEN LLC	2.0090	0.878%	\$ 54,138.96
10	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	1.9960	0.872%	\$ 53,788.63
11	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	3.0210	1.320%	\$ 81,410.55
12	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2584 APPALOOSA TRL	BIRDSALL DAVID & KAREN	2.6220	1.145%	\$ 70,658.21
13	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.4210	1.058%	\$ 65,241.62
14	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2616 APPALOOSA TRL	MONTGOMERY JULIE P	2.6400	1.15%	\$ 71,143.29
					Total Acres	228.9280	100.000%
							\$ 6,169,200.00

*** Assessment Amounts Do NOT Include Charges for Water Service Initiation (Capacity & Meter) and Cost to Connect Private Plumbing to Water System**

**** The Assessment shall be payable in not more than 20 yearly installments.**



Village of Wellington

Legislation Text

File #: 15-674, Version: 1

ITEM: DISCUSSION OF THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT

REQUEST: Council discussion of the Agreement between Wellington and the Village Manager.

EXPLANATION: At the April 28, 2015 regular meeting of the Village Council, staff was directed to place the Village Manager's employment agreement on the agenda for general discussion. Council then discussed the Manager's contract at the May 12, 2015 Council Meeting and it was agreed that it would come back to them for further discussion in the August timeframe. At its meeting on August 25, 2015, Council requested that the Village Attorney conduct a survey to determine methodologies used by other municipalities in negotiating contracts with their managers. Ms. Cohen has distributed a memorandum to Council with her findings.

As background, on May 11, 2010, the Village Council approved and authorized an extension of Mr. Schofield's employment agreement to commence on September 1, 2010 for an additional six (6) years, ending February 14, 2016. The current agreement may be renegotiated or terminated upon written notice by September 1st of the year preceding the end of the Term (September 1, 2015) or be automatically extended for an additional one (1) year.

A copy of Resolution 2010-30 and associated agreement is attached, together with the memorandum from Ms. Cohen.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: There is no new fiscal impact until such time as a new Agreement is put in place.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Discussion of the Village Manager's Employment Agreement.

RESOLUTION NO. R2010-30

RESOLUTION OF THE COUNCIL OF WELLINGTON, FLORIDA,
APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO EXECUTE THE RESTATED AND AMENDED MANAGER'S
EMPLOYMENT AGREEMENT BETWEEN WELLINGTON AND PAUL
SCHOFIELD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wellington Council has determined that it is in the best interest of Wellington to enter into a Restated and Amended Manager's Employment Agreement with Paul Schofield to continue his services as Wellington's Manager; and

WHEREAS, a Restated and Amended Manager's Employment Agreement between Wellington and Paul Schofield has been prepared and is attached hereto as Exhibit "A".

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

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

SECTION 2. The Wellington Council hereby accepts and approves the Restated and Amended Employment Manager's Agreement between Wellington and Paul Schofield and authorizes the Mayor and Village Clerk to execute the Agreement, a copy of which is attached hereto as Exhibit "A".

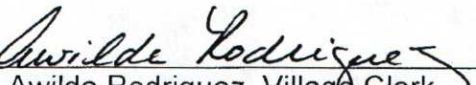
SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of May, 2010.


ATTEST:

WELLINGTON, FLORIDA

BY:


Awilda Rodriguez, Village Clerk

BY:


Darell Bowen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY:

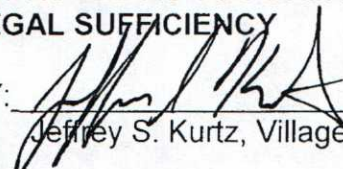

Jeffrey S. Kurtz, Village Attorney

Exhibit "A"**RESTATED AND AMENDED MANAGER'S EMPLOYMENT AGREEMENT
BETWEEN WELLINGTON AND PAUL SCHOFIELD**

THIS AGREEMENT restating, amending and extending the employment agreement between Wellington and Paul Schofield as manager is made this 11th day of May, 2010. Paul Schofield, AICP, hereinafter referred to as MANAGER is currently under contract with the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter called EMPLOYER until February 13, 2011. The parties are desirous of extending the current agreement for an additional six (6) year time period. This Agreement shall restate and supersede the existing employment agreement between the parties. In consideration of the mutual obligations set forth below, the MANAGER and the EMPLOYER agree as follows:

I. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, and Policies and Procedures of Wellington and as provided by Florida Law and as mutually agreed to by the MANAGER and EMPLOYER from time to time, as well as the functions and duties of the Chief Administrative officer of the Acme Improvement District. The EMPLOYER shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of Wellington until termination of this Agreement. The MANAGER shall not be employed by any other employer until the termination of this Agreement. The term "employed" shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER's time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes. The MANAGER shall devote his full time to act as the Wellington Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of Wellington and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization. The MANAGER agrees to direct and supervise the operation of Wellington and Acme Improvement District and appoint and employ such personnel as may be necessary for the proper and efficient operation of both entities. Subject to budget limitations, the MANAGER shall be solely responsible for the hiring, firing and direction of all non-charter Wellington employees. The EMPLOYER shall be solely responsible for the hiring and firing of all Charter Officers. The MANAGER shall maintain coordination, communication and consultation with all other Charter Officers on all matters requiring their expertise or input as often as and to the extent necessary to efficiently carry out the functions of Wellington.

It is recognized that the MANAGER must devote significant time outside the confines of normal office hours to the EMPLOYER's business. To that end, the MANAGER is entitled to vary his hours as necessary to balance the demands on his time; however, in no case shall the MANAGER dedicate less than an average of forty (40) hours per week in the performance of his official duties.

II. TERMS OF EMPLOYMENT

- A. The term of this Agreement shall begin upon the date of execution of the Agreement and remain in effect until February 14, 2016. If either party to the Agreement does not give written notice to the other, of their desire to renegotiate the terms of the Agreement or terminate the Agreement by September 1st of the year preceding the end of the Term, then

the Agreement shall be automatically extended for an additional one year under the same terms and conditions then existing. The term of this Agreement may be modified by written mutual consent of the parties.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at anytime, subject only to the provisions set forth in Section III herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section III herein below.

III. TERMINATION AND SEVERANCE PAY

- A. In the event the MANAGER is terminated by the EMPLOYER for any reason other than those set forth in Section III (B) herein below and during which time the MANAGER is willing and able to perform his duties under this Agreement, then in any event EMPLOYER agrees to pay MANAGER severance pay equal to twelve (12) months salary and benefits. All Group Life Insurance program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits provided by the EMPLOYER for the MANAGER and his dependents shall continue in full force and coverage at EMPLOYER'S expense until the end of the severance period or until similar coverage is provided to MANAGER by a subsequent employer (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to the protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and shall not be credited towards the COBRA continuation of coverage period (typically eighteen (18) months). Coverage under COBRA shall be at the MANAGER'S expense and shall commence upon the expiration of all coverage provided under the severance provisions herein. Any continuation of coverage under COBRA shall be contingent upon the MANAGER'S and his covered dependents' timely completion and return of the COBRA enrollment form and the timely submission of the COBRA minimum payments. At the time of his termination of employment, MANAGER (and his covered dependents) will be provided with material discussing his rights and responsibilities under COBRA, including enrollment materials, cost information and enrollment and payment deadlines, as well as information on how COBRA coverage may be extended in the event of a second qualifying event, such as disability.
- B. Should EMPLOYER terminate MANAGER for fraud, embezzlement, conviction of a felony relating to official duties, or gross negligence in the performance of official duties there shall be no severance pay due MANAGER.
- C. Termination proceedings must commence with a written notice clearly describing the actions claimed by the EMPLOYER constituting such grounds. In the event that the actions specified in the notice do not constitute fraud, embezzlement, conviction of a felony relating to official duties, or gross negligence in the performance of official duties then the MANAGER shall have thirty (30) days from receipt of the notice to cure the actions specified in the said notice. Notwithstanding the preceding, Wellington's Council may terminate MANAGER's employment with or without cause in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
- D. In the event the MANAGER voluntarily resigns his positions with EMPLOYER, then MANAGER shall give EMPLOYER ninety (90) days written notice in advance, unless the parties otherwise agree without the requirement of the Village to pay severance to the

MANAGER; however, nothing herein shall preclude the MANAGER and the EMPLOYER from negotiating severance pay based on the circumstances of the voluntary resignation.

IV. COMPENSATION

- A. Base Salary: EMPLOYER agrees to pay MANAGER for his services rendered pursuant hereto at his current salary rate until June 1, 2010, at which time the annual base salary shall be increased to \$200,000.00. The salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid. Beginning on October 1, 2010 and thereafter, annually effective with the beginning of the EMPLOYER'S fiscal year for so long as MANAGER is employed he shall receive a merit increase equivalent to the average percentage rate of merit pay given to Wellington's employees in pay grade 136 or above (or the then existing equivalent pay grade or positions)* Further, a cost of living adjustment shall be provided to MANAGER in the same amount and at the same time as provided to other Wellington's employees. In addition, EMPLOYER may increase said base salary and/or benefits of MANAGER in such amounts and to such extent as the EMPLOYER may determine it is desirable to do so. In addition to any salary increases, the EMPLOYER may pay bonuses as additional compensation to the MANAGER in any given fiscal year. Bonuses shall not be added to the established base salary. The payment and the amount of bonuses, if any, shall be at the sole discretion of the EMPLOYER.
- B. Paid Time Off (PTO): The MANAGER shall earn PTO (including Major Illness Time) at the maximum rate of accrual for Village employees as set forth in the Village of Wellington Employee Manual.
- C. Insurance: The MANAGER, his spouse and dependants, shall be entitled to and enjoy inclusion in the EMPLOYER's Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program, Retirement Program, and other benefits that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER. The MANAGER shall be entitled to life insurance on his life in an amount of \$500,000.00. EMPLOYER shall pay one hundred (100%) percent of the premiums associated with the MANAGER'S and his Family's participation in these insurance programs.
- D. Retirement/Deferred Compensation:
1. The MANAGER shall be eligible to participate in the Florida Retirement System (FRS) currently available to Wellington employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other senior management participants of the FRS.
 2. The EMPLOYER shall contribute to a deferred compensation (457) to the MANAGER's account of choosing, an amount equal to the maximum contribution allowable pursuant to Federal Law, as it may be from time to time amended. This payment shall be a net amount after payment of all applicable taxes.

*As of the date of this agreement, the following employees are at pay grade 136 or above: Director of Financial Management & Budget; Director of Operations, Assistant Village Manager; Deputy Village Manager.

3. If the MANAGER remains in EMPLOYER'S employment until February 14, 2016, then at the time MANAGER ceases to be employed by EMPLOYER (hereinafter referred to as retirement or period of retirement), EMPLOYER shall provide and pay premiums associated with the MANAGER'S participation in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit coverage basis for the MANAGER during the period of his retirement, under the terms of the benefit provided to the Village's general employees at the time of MANAGER'S retirement and as such, health care coverage may be amended from that time forward. These post employment benefits shall remain available and in effect only until MANAGER reaches the age at which he is eligible to participate in Medicare (or the substantially equivalent federal program for senior healthcare then in existence, by whatever name it is then referred to as). At the time MANAGER is eligible for Medicare, EMPLOYER shall secure and pay for a supplemental coverage insurance plan to provide for any gap health insurance for the MANAGER if such coverage is then available. Should EMPLOYER terminate MANAGER'S employment for reasons other than those set forth in paragraph III(B) above, during the term of this Agreement, then MANAGER shall be entitled to receive at EMPLOYER'S sole cost and expense the right to participate in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit related coverage, as if he had retired on or after February 14, 2016, provided that MANAGER has been employed by EMPLOYER for at least 10 years at the time of his termination. Should the MANAGER be terminated, during the term of this Agreement, for reasons set forth in paragraph III (B) above, then MANAGER shall not receive any of these post retirement/termination benefits or coverages.
- E. Vehicle: The EMPLOYER shall provide the MANAGER with exclusive lawful use of a late-model, unmarked automobile and mobile communications equipment at all times during the terms of his employment, provided, however, that MANAGER, cannot use the vehicle for transportation to and from any activity or endeavor outside the scope of his normal employment with EMPLOYER, which will result or is intended to result in pecuniary gain for MANAGER, without prior notice to and the approval of Wellington's Council. The EMPLOYER shall be responsible for obtaining and funding the cost of all related expenses, including, but not limited to, liability, property damage, and comprehensive insurance coverages, as well as for the purchase, operation (including gasoline for business use), maintenance, repair, and regular replacement of such automobile and communications equipment. All insurance coverages will be extended to include business and non-business passengers in such automobile.
 - F. Annual Physical: The MANAGER shall, at the MANAGER's option, be eligible for an annual comprehensive physical at a medical facility of the MANAGER's choosing, provided the facility is in Florida, at the expense of the EMPLOYER.
 - G. Dues and Subscriptions: EMPLOYER shall pay reasonable and appropriate professional dues and subscriptions on behalf to the MANAGER for the purpose of allowing his participation in direct job-related associations; subject to budget constraints.
 - H. Professional Development: EMPLOYER agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law) for MANAGER's travel to and attendance at the International City/County Management Association annual meeting, as well as other reasonably necessary seminars and conferences customary to MANAGER's position and/or necessary to meet continuing education requirements.

- I. Expense Reimbursement: EMPLOYER recognizes that certain expenses of a non- personal and job affiliated nature are incurred by MANAGER and hereby agrees to reimburse or to pay general expenses subject to annual budget approval.
- J. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER. The EMPLOYER may, at any time, provide other additional benefits solely to the MANAGER, as it may deem desirable to do so.

V. PERFORMANCE EVALUATION

Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of Wellington and Acme Improvement District and progress towards attaining EMPLOYER's policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources committed to be effectively implemented. Progress towards such goals and objectives shall be evaluated annually or as otherwise agreed to by both parties.

VI. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MANAGER.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The EMPLOYER shall indemnify and hold harmless the MANAGER from all claims and/or suits resulting from the performance of his official duties, including, but not limited to, actions pursuant to the Charter, Federal, State and/or County law or mandates, and policy directives of the EMPLOYER within the scope of his employment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

MANAGER


Paul Schofield

WELLINGTON, FLORIDA

BY: 

Darrell Bowen, Mayor

ATTEST

BY: 

Awilda Rodriguez, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:



Jeffrey S. Kurtz, Village Attorney

**MEMORANDUM
NO. 2015-041**

TO: BOB MARGOLIS, MAYOR
JOHN GREENE, VICE MAYOR
MATT WILLHITE, COUNCILMAN
ANNE GERWIG, COUNCILWOMAN
JOHN MCGOVERN, COUNCILMAN

CC: Paul Schofield
Senior Staff
Awilda Rodriguez

FROM: Laurie S. Cohen *L.S.C.*

DATE: September 1, 2015

RE: Village Manager Negotiations

As directed by Council at its meeting on August 25, 2015, my office contacted Lynn Tipton of the Florida League of Cities concerning the procedures used by other municipalities to negotiate contracts with their managers. According to Ms. Tipton, other municipalities use any of the following methods:

1. The City Council appoints one member of Council to negotiate with Attorney and Manager; or
2. The Manager and Attorney develop a proposal, which is then presented to the Mayor and Council or their designee; or
3. The Manager retains private legal counsel to negotiate with attorney.

At Ms. Tipton's suggestion, we spoke with Kurt Bresner, Senior Advisor to the Florida League of Cities. Mr. Bresner stated that the predominate method he has seen used by municipalities is option number one above, with the Mayor being the designee. He stated that the negotiations usually occur after the results of a performance evaluation are discussed at a public meeting.

We then spoke with city attorneys for several other municipalities of similar size in Palm Beach and Broward Counties. All of the cities contacted informed us that they utilize option number two above.

If you have any further questions, please do not hesitate to contact my office.