

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Meeting Agenda

Tuesday, August 9, 2016

7:00 PM

Village Hall

Village Council

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

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

Deacon Al Payne, St. Therese de Lisieux Catholic Church

4. APPROVAL OF AGENDA**5. PRESENTATIONS AND PROCLAMATIONS**

- A.** [16-0300](#) PRESENTATION OF THE PALM BEACH COUNTY SHERIFF'S
OFFICE DISTRICT 8 WELLINGTON SEMI-ANNUAL REPORT

Captain Rolando Silva will present the Palm Beach County Sheriff's Office District 8 Wellington Semi-Annual Report to Council.

- B.** [16-0334](#) RESOLUTION NO. R2016-57 (CULTURAL AFFAIRS GRANT AWARD)
FLORIDA DEPARTMENT OF STATE DIVISION OF CULTURAL
AFFAIRS GRANT AWARD (CSFA 45.014) FOR GRANT 17.9.200.548
FOR THE PROJECT "WELLINGTON COMMUNITY CENTER" IN THE
AMOUNT OF \$500,000, AND; RESOLUTION NO. R2016-58 (BUDGET
AMENDMENT TO ALLOCATE THE GRANT).

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO ENTER
INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF
STATE DIVISION OF CULTURAL AFFAIRS FOR THE PURPOSE OF
RECEIVING A GRANT UNDER PROVISIONS OF THE CULTURAL
FACILITIES PROGRAM FOR THE WELLINGTON COMMUNITY
CENTER PROJECT; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. R2016-58 (FLORIDA DEPARTMENT OF STATE
CULTURAL AFFAIRS GRANT FUNDS BUDGET AMENDMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
AMENDING THE FISCAL YEAR 2015-2016 CAPITAL FUND BUDGET
FOR FLORIDA DEPARTMENT OF STATE DIVISION OF CULTURAL
AFFAIRS GRANT FUNDS AWARDED FOR DEVELOPMENT OF THE
WELLINGTON COMMUNITY CENTER; AND PROVIDING AN
EFFECTIVE DATE.

Approval of Resolution No. R2016-57 authorizing the Mayor to enter into an agreement with the Florida Department of State Division of Cultural Affairs for the Cultural Facilities Grant and approval of Resolution No. R2016-58 for a budget amendment to allocate the \$500,000 in grant monies to the Governmental Capital Fund revenue and expenditures.

6. CONSENT AGENDA

- A. [16-0307](#) MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETINGS OF JUNE 28, 2016 AND JULY 12, 2016**

Approval of the Minutes of the Regular Wellington Village Council Meeting of June 28, 2016 and July 12, 2016.

- B. [15-1011](#) AUTHORIZATION TO ENTER INTO A SOLE SOURCE AGREEMENT FOR THE PURCHASE, DELIVERY AND SERVICE OF FLYGT PUMPS**

Authorization to enter into a sole source agreement with Xylem Water Solutions USA, Inc. (formerly ITT Water and Wastewater USA Inc.) for the purchase, delivery and service of Flygt pumps in the amount of approximately \$200,000.

- C. [15-1016](#) AUTHORIZATION TO CONTINUE UTILIZING CONTRACTS TO PROVIDE ATHLETIC TEAM OFFICIATING SERVICES**

Authorization to continue utilizing contracts with Florida Elite Umpires, Inc., Palm Beach County Officials Association and The Palm Beach Pride, Inc. to provide athletic team officiating services in the amount of approximately \$80,000 annually.

- D. [15-1017](#) AUTHORIZATION TO RENEW EXISTING CONTRACTS TO PROVIDE LANDSCAPE MAINTENANCE SERVICES FOR: 1) PRIMARY ROADWAYS, RUSTIC RANCHES, EQUESTRIAN TRAILS, CANAL BANKS, SLOPES AND FINGERS; 2) SECONDARY ROADWAYS; 3) VILLAGE OWNED FACILITIES; AND 4) NEIGHBORHOOD AND COMMUNITY PARKS VILLAGE-WIDE**

Authorization to renew existing contracts to provide landscape maintenance services to (1) primary roadways, Rustic Ranches, equestrian trails, canal banks, slopes and fingers throughout the Village, with G&C Car Care, Inc., DBA Wellington Professional Lawn Care, at a cost of \$512,247.30 annually; (2) secondary roadways Village-wide, with G&C Car Care, Inc. DBA Wellington Professional Lawn Care, at a cost of \$ 101,220 annually; (3) Village owned facilities, including the new Wellington Community Center, with Black Forest Enterprises, Inc., DBA Gardenscapes of the Palm Beaches. at an annual cost of \$166,223.82; and (4) neighborhood and community parks Village wide, with Black Forest Enterprises, Inc., DBA Gardenscapes of the Palm Beaches at an annual cost of \$251,244.

- E. [15-1018](#) AUTHORIZATION TO RENEW AN EXISTING CONTRACT WITH PALM BEACH AGGREGATES, LLC FOR THE SUPPLY AND DELIVERY OF ROAD BASE AND DRAIN ROCK**

Authorization to renew an existing contract with Palm Beach Aggregates, LLC for the supply and delivery of road base and drain rock in the amount of approximately \$140,000.00 annually.

- F. [15-1021](#) AUTHORIZATION TO CONTINUE UTILIZING REVENUE GENERATING CONTRACTS FOR CHEER AND DANCE, SWIMMING, TUMBLE TOTS, TAEKWONDO AND WELLINGTON SOCCER**

Authorization to continue utilizing revenue generating contracts with Wellington Cheer and Dance, Wellington Swimming, Muriel D. Williams (Tumble Tots), Caulett CMMA, Inc. (Taekwondo), and Wellington Soccer.

- G. [16-0216](#) AUTHORIZATION TO UTILIZE A SCHOOL DISTRICT OF OSCEOLA COUNTY CONTRACT FOR THE PURCHASE, DELIVERY AND INSTALLATION OF FARMINGTON PARK PLAYGROUND EQUIPMENT AND SURFACING**

Authorization to utilize the School District of Osceola County's contract #SDOC-16-B-87-LH with Advanced Recreational Concepts, LLC and Play Space Services, Inc., as a basis for pricing for the purchase, delivery and installation of Farmington Park playground equipment and surfacing at a cost of \$58,308.50.

- H. [16-0288](#) AUTHORIZATION TO ENTER INTO CONTRACT NEGOTIATIONS FOR ENTERPRISE RESOURCE PLANNING (ERP) CONSULTING SERVICES

Authorization to enter into contract negotiations with Plante Moran, PLLC, to provide ERP consulting services.

- I. [16-0339](#) AWARD A CONTRACT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR THE BLUE CYPRESS SUBDIVISION AND RESOLUTION NO. R2016-52 FOR BUDGET AMENDMENT #2016-041

RESOLUTION NO. R2016-52: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2015-2016 BY ALLOCATING CONSTRUCTION SURETY BOND PROCEEDS TO COMPLETE THE BLUE CYPRESS SUBDIVISION IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

Award of a contract to Wynn and Sons Environmental Construction Co., Inc. in the amount of \$130,192.20 for the construction of certain improvements for the Blue Cypress subdivision and approval of Resolution No. R2016-52 and accompanying Budget Amendment #2016-041.

- J. **16-0278** AUTHORIZATION TO EXECUTE A CHANGE ORDER WITH PIRTLE CONSTRUCTION, INC. FOR REQUESTED MODIFICATIONS TO THE COMMUNITY CENTER PROJECT INCLUDING EXTERIOR MODIFICATIONS, INTERIOR MODIFICATIONS AND STRUCTURAL REPAIR TO THE GAZEBO/OBSERVATION DECK DUE TO UNFORSEEN CONDITIONS

Authorization to execute a change order with Pirtle Construction, Inc., for requested modifications to the community center project as follows:

- 1. Exterior modifications - Not To Exceed \$29,963.12, this modification was to add a concrete pad to the mechanical equipment yard. The approved design used rock, the life of the equipment can be extended by changing to concrete and the life time maintenance expense savings will exceed the projected cost.*
- 2. Interior modifications - Not To Exceed \$9,533.00, for the relocation of doorways to improve functionality in the green room for the main ball room. The wall is a fire rated wall which contributed to the cost.*
- 3. Structural repair not to exceed \$ 18,000. This is for a repair to the observation deck. The gazebo was an add-on to the deck. The gazebo supports did not meet code and this condition was not known until demolition was started. This cost is to bring the gazebo pilings and support up to code. This problem could not have been identified prior to demolition of the sections of the deck that required replacement.*

- K. [16-0275](#) RESOLUTION NO. R2016-45 (14365 ROLLING ROCK PLACE VACATION / ABANDONMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, VACATING A 12- FOOT WIDE UTILITY EASEMENT,

APPROXIMATELY 268 LINEAR FEET, LOCATED BETWEEN THE UNIFIED PROPERTIES OF LOTS 3 AND 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON (14365 ROLLING ROCK PLACE); AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2016-45 to vacate/abandon a 12-foot wide utility easement, approximately 268 linear feet, located between the unified properties of Lots 3 and 4, Block 60, Saddle Trail Park of Wellington.

7. PUBLIC HEARINGS

- A.** [16-0333](#) RESOLUTIONS ADOPTING THE BUDGETS AND ASSESSMENT RATES FOR THE ACME IMPROVEMENT DISTRICT, WELLINGTON SOLID WASTE COLLECTION AND SADDLE TRAIL PARK SOUTH NEIGHBORHOOD AREA; AND RESOLUTIONS ADOPTING THE BUDGETS FOR THE LAKE WELLINGTON PROFESSIONAL CENTRE AND THE WATER AND WASTEWATER UTILITY.

I. RESOLUTION NO. AC2016-03: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE DISTRICT BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE DISTRICT AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR CERTIFICATION OF THE DISTRICT'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

II. RESOLUTION NO. AC2016-04: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE WATER AND WASTEWATER UTILITY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

III. RESOLUTION NO. R2016-54: A RESOLUTION OF THE COUNCIL OF WELLINGTON, FLORIDA ADOPTING THE SOLID WASTE COLLECTION PROGRAM BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AND LEVYING THE NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; PROVIDING FOR RATES AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON TO CERTIFY THE SOLID WASTE COLLECTION NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

IV. RESOLUTION NO. R2016-55: A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA COUNCIL ADOPTING THE LAKE WELLINGTON PROFESSIONAL CENTRE BUDGET FOR

THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. R2016-56: A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA ADOPTING THE SADDLE TRAIL SOUTH NEIGHBORHOOD IMPROVEMENT AREA NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE AREA AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON FOR CERTIFICATION OF THE AREAS NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution numbers AC2016-03, AC2016-04, R2016-54, R2016-55 and R2016-56 as presented adopting the FY 2016-2017 budgets, assessment rates and appointing Mayor Anne Gerwig as the official authorized representative to certify the non-ad valorem assessment rolls.

- 8. REGULAR AGENDA**
- 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.



Village of Wellington

Legislation Text

File #: 16-0300, **Version:** 1

ITEM: PRESENTATION OF THE PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8 WELLINGTON SEMI-ANNUAL REPORT

REQUEST: Captain Rolando Silva will present the Palm Beach County Sheriff's Office District 8 Wellington Semi-Annual Report to Council.

EXPLANATION: In accordance with Wellington's Law Enforcement Services Contract with the Palm Beach County Sheriff's Office, Captain Rolando Silva will be presenting the District 8 Wellington Semi-Annual Report (attached) to Council.

This report is linked to the Law Enforcement Services Plan (LESP) and is performance based. The report will allow Council and Wellington residents to review performance goals, accomplishments to date, crime rates and trends, clearance rates, community policing efforts, traffic and calls for service for the period of October 2015 through March 2016.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Captain Rolando Silva will present the Palm Beach County Sheriff's Office District 8 Wellington Semi-Annual Report to Council.



Wellington: A Great Hometown!



Semi – Annual Report

(January 1st through June 30th, 2016)

“TO MAKE WELLINGTON A SAFER PLACE TO LIVE”

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



Captain Rolando Silva
District 8 / Wellington

August 9th, 2016

Village of Wellington
10300 W Forest Hill Blvd
Wellington, FL 33414

Village Mayor, Council, Manager, and Staff:

Attached is the semi-annual report pursuant to the Law Enforcement Services Agreement. The data presented reflects activity from January 1st to June 30th, 2016 from internal sources. Uniform Crime Report (UCR) data is not available and will be presented at the August 23rd meeting along with the Law Enforcement Services Plan and contract addendum.

The Palm Beach County Sheriff's Office continues to provide professional law enforcement services to the Village of Wellington for the safety and well-being of the residents and visitors. Thank you for your continued support.

Respectfully,

A handwritten signature in black ink that reads "Captain Rolando Silva".

Captain Rolando Silva
Commander, District 8 - Wellington



PBSO District 8 – Semi-Annual Report January 1st through June 30, 2016

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1. Calls for Service (CFS) by Time of Day, Geographic Location, Day of the Week, and Type

Village Council Meeting August 9, 2016

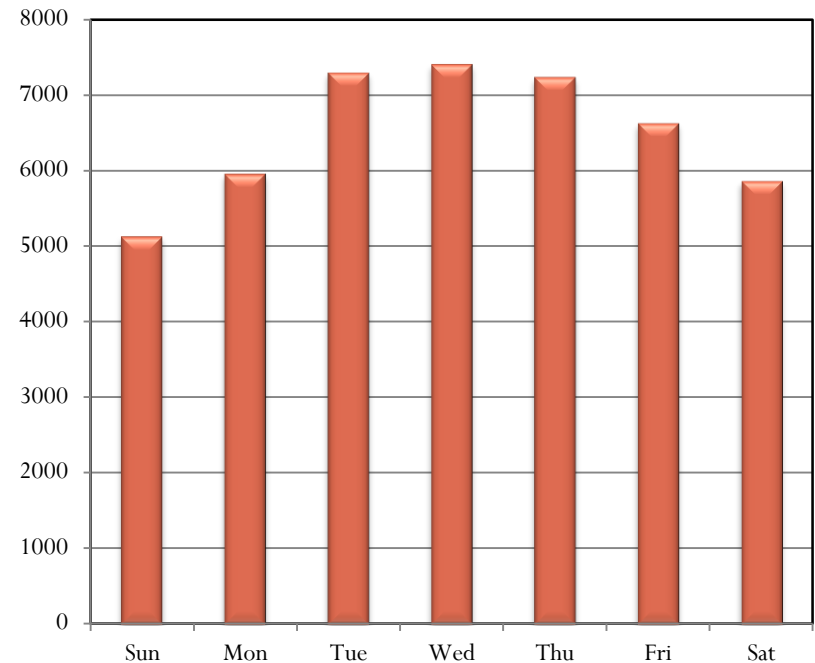
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Time of Day

Hours	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
12 AM	305	241	346	371	280	303	296	2142
1 AM	232	236	246	320	286	243	271	1834
2 AM	221	245	264	267	310	233	278	1818
3 AM	227	258	309	282	309	278	249	1912
4 AM	183	180	217	262	279	197	201	1519
5 AM	95	113	108	134	142	118	100	810
6 AM	91	131	96	109	86	92	74	679
7 AM	165	226	256	224	235	244	182	1532
8 AM	200	292	414	361	454	348	239	2308
9 AM	263	364	414	334	320	346	325	2366
10 AM	241	251	442	328	456	331	286	2335
11 AM	197	293	386	401	382	393	329	2381
12 PM	223	287	338	429	380	338	246	2241
1 PM	187	268	405	382	335	313	219	2109
2 PM	175	280	361	365	341	324	242	2088
3 PM	197	245	338	374	305	337	248	2044
4 PM	204	257	293	291	307	296	241	1889
5 PM	167	235	235	303	283	242	188	1653
6 PM	215	240	325	277	274	252	238	1821
7 PM	249	234	282	278	325	295	299	1962
8 PM	320	292	326	308	318	310	289	2163
9 PM	239	257	273	346	272	273	293	1953
10 PM	247	245	301	306	220	252	284	1855
11 PM	282	281	318	348	332	265	242	2068
Grand Total	5125	5951	7293	7400	7231	6623	5859	45482

Day of the Week

Calls for Service
January 1 through June 30, 2016
By Day of the Week



1. Calls for Service (CFS) by Time of Day, Geographic Location, Day of the Week, and Type Continued

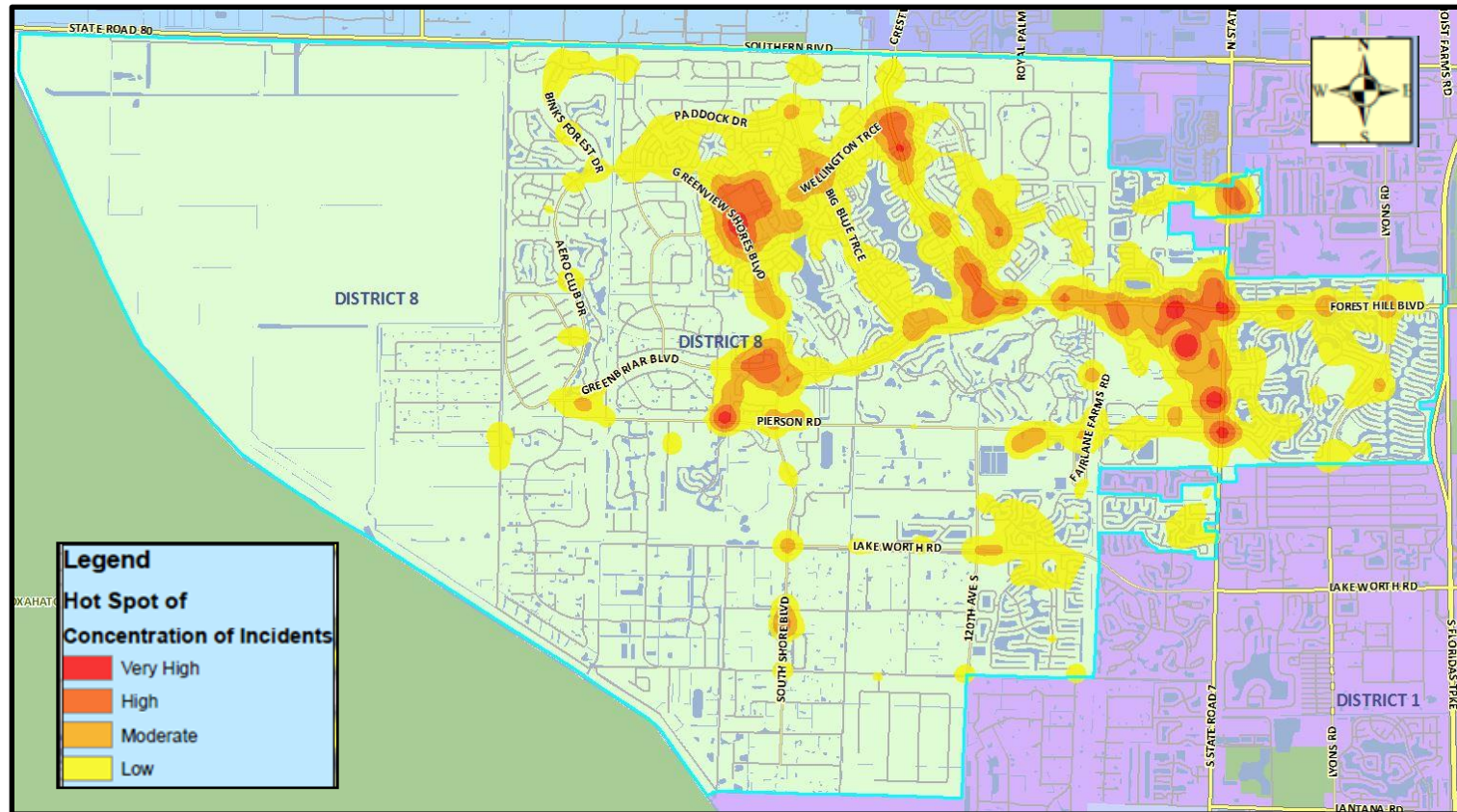
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Geographic Location

Hot Spots are the Highest Concentrations of Multiple Calls for Service; the darker the circle the higher the concentration.

Map shows the hot spots for June 1 through June 30, 2016



1. Calls for Service (CFS) by Time of Day, Geographic Location, Day of the Week, and Type Continued

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<i>Call Type</i>	<i>Total 010116-063016</i>		<i>Call Type</i>	<i>Total 010116-063016</i>
911 HANG UP	2412		DISABLED VEHICLE	274
ABANDONED VEHICLE	39		DISTURBANCE	220
ABUSE	104		DOMESTIC	479
ABUSE ON ADULT	16		DOMESTIC UNFOUNDED	37
ACCIDENTAL INJURY	25		DRUG CASE	39
ALARM	810		DRUNK DRIVER	36
ALARM - GOVERNMENT	11		DRUNK PEDESTRIAN	3
ALARM - HOLD UP/PANIC	105		EMBEZZLEMENT/FRAUD	177
ALARM - MISC/MUNICIPALITY	376		ENVIRONMENTAL CRIME	1
ALARM - WEATHER RELATED	25		FELONY	14
ANIMAL CALL	121		FIGHT	22
ASSAULT	72		FIRE	24
ASSAULT - DOMESTIC RELATED	43		FIREWORKS	20
ASST TO ANOTHER DEPARTMENT	152		FORGERY/COUNTERFEIT	10
BAIT VEHICLE ACTIVATION	1		GRAFFITI	24
BEVERAGE VIOLATION	3		HIT & RUN W/INJURIES	3
BURGLARY - BUSINESS	7		HIT & RUN W/UNKNOWN INJURIES	2
BURGLARY - CONSTRUCTION	2		HIT AND RUN	132
BURGLARY - RESIDENCE	57		HOMICIDE - VEHICLE HOMICIDE	1
BURGLARY - VEHICLE	117		IMPERSONATING LE OFCR	1
BUSINESS / RESIDENCE CHECK	24408		INFORMATION	246
CIVIL MATTER	232		JUVENILE TROUBLE	206
COMPUTER CRIMES	1		LEWD OR LASCIVIOUS ACTS	5
CONDUCT INVESTIGATION	627		LOST/FOUND PROPERTY	211
CONTACT	40		MAN DOWN/SICK PERSON	127
CONVOY/ESCORT	1		MENTALLY DISTURBED PERSON	60
DEAD PERSON	30		MISDEMEANOR	50

1. Calls for Service (CFS) by Time of Day, Geographic Location, Day of the Week, and Type Continued

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<i>Call Type</i>	<i>Total 010116-063016</i>		<i>Call Type</i>	<i>Total 010116-063016</i>
MISSING PERSON	67		SERVING WARRANT	68
MISSING PERSON - ALZHEIMERS	1		SEXUAL ASSAULT	7
MISSING PERSON - RECOVERY	20		SHOOTING	4
MOBILE EYES	31		SHOPLIFTING	123
MOTOR VEH CRASH	685		SHOTS FIRED IN AREA	16
MOTOR VEHICLE CRASH - DEPT VEH	11		SPECIAL DETAIL	1035
MOTOR VEHICLE CRASH – UNK INJURIES	37		STALKING	6
MOTOR VEHICLE CRASH - WITH INJURIES	122		STOLEN TAG	26
NEIGHBOR TROUBLE	81		STOLEN VEHICLE	51
NOISE	228		STOLEN VEHICLE RECOVERY	16
OBSCENE/HARASSING CALLS	36		SUICIDE	5
OPEN DOOR	54		SUICIDE ATTEMPT	29
OVERDOSE	10		SURVEILLANCE	200
POLICE SERVICE CALL	730		SUSPICIOUS INCIDENT	232
PRISONER TRANSPORT	155		SUSPICIOUS PERSON	400
PROBLEM SOLVING - JUVENILE	9		SUSPICIOUS VEHICLE	333
PROBLEM SOLVING - TRAFFIC	70		THEFT OF AUTO PARTS	4
PROBLEM SOLVING - VEHICLE BURGLARY	1		THEFT/LARCENY	147
PROWLER/PEEPING TOM	3		TRESPASSING	120
RECKLESS DRIVER	64		UNWANTED GUEST	61
RESIDENTIAL/EMPLOYMENT CHECK	49		VANDALISM	82
ROBBERY - PERSON	13		VEHICLE STOP	6699
ROBBERY - RESIDENCE	1		VERBAL THREATS	31
SCHOOL POST	78		WELFARE CHECK	179
SERVING CIVIL PROCESS	789		ZERO TOLERANCE	2
			Total	45482

2. Reported Cases, Criminal and Non-Criminal, by Category

Crimes Against Persons

Description	1/01/16 to 6/30/16	1/01/15 to 6/30/15
ABUSE	75	84
ABUSE ON ADULT	11	12
ASSAULT	53	45
ASSAULT - DOMESTIC RELATED	41	52
SHOOTING	1	1
SEXUAL ASSAULT	7	11
ROBBERY - PERSON	11	4
ROBBERY - RESIDENCE	1	0
COMPUTER CRIMES	1	2
OBSCENE/HARASSING CALLS	12	15
VERBAL THREATS	14	14
STALKING	5	0
Total	232	240

Crimes Against Property

Description	1/01/16 to 6/30/16	1/01/15 to 6/30/15
STOLEN TAG	21	17
STOLEN VEHICLE	40	41
STOLEN VEHICLE RECOVERY	5	4
BURGLARY - BUSINESS	7	5
BURGLARY - CONSTRUCTION	2	1
BURGLARY - RESIDENCE	44	62
BURGLARY - VEHICLE	103	182
FIRE	5	11
PROWLER/PEEPING TOM	1	0
THEFT/LARCENY	108	192
VANDALISM	64	78
LEWD OR LASCIVIOUS ACTS	4	10
OPEN DOOR	6	2
FORGERY/COUNTERFEIT	9	3
EMBEZZLEMENT/FRAUD	129	114
SHOPLIFTING	105	149
THEFT OF AUTO PARTS	2	3
GRAFFITI	11	14
Total	666	888

Reported Cases =
Case Numbers generated for actual crimes

2. Reported Cases, Criminal and Non-Criminal, by Category Continued

Crimes Against the State

Description	1/01/16 to 6/30/16	1/01/15 to 6/30/15
FELONY	9	17
MISDEMEANOR	46	36
SUICIDE	5	3
FIGHT	2	4
BEVERAGE VIOLATION	3	1
DRUG CASE	37	104
IMPERSONATING LE OFCR	0	0
SHOTS FIRED IN AREA	1	0
ENVIRONMENTAL CRIME	0	1
FIREWORKS	0	0
SERVING WARRANT	28	38
Total	131	204

Non Crime –Traffic Related

Description	1/01/16 to 6/30/16	1/01/15 to 6/30/15
DRUNK DRIVER	34	34
ZERO TOLERANCE	2	0
MOBILE EYES	0	1
HIT AND RUN	86	94
MOTOR VEH CRASH	695	558
HOMICIDE - VEHICLE HOMICIDE	1	2
RECKLESS DRIVER	4	0
SCHOOL POST	0	0
VEHICLE STOP	20	25
DISABLED VEHICLE	1	5
BAIT VEHICLE ACTIVATION	0	0
Total	843	719

2. Reported Cases, Criminal and Non-Criminal, by Category Continued

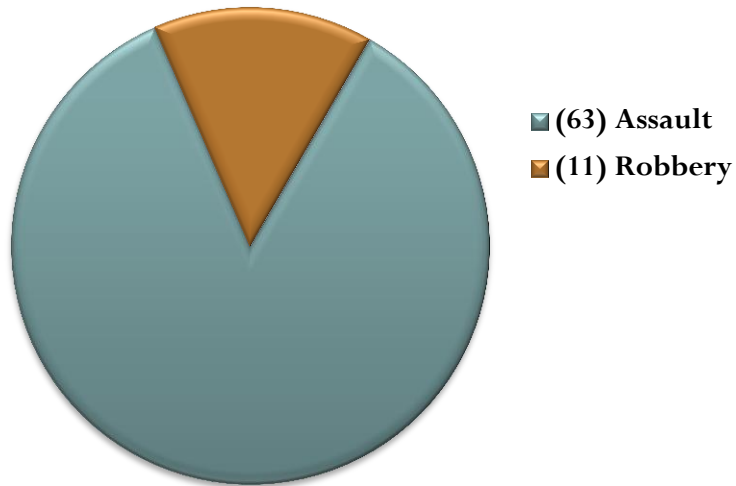
Non Crime – Public Service Related

Description	1/01/16 to 6/30/16
DRUNK PEDESTRIAN	0
DEAD PERSON	28
MISSING PERSON	44
MISSING PERSON - ALZHEIMERS	0
MISSING PERSON - RECOVERY	5
ABANDONED VEHICLE	5
SUSPICIOUS VEHICLE	1
SUSPICIOUS PERSON	3
INFORMATION	224
CONTACT	0
MENTALLY DISTURBED PERSON	56
DISTURBANCE	17
SUICIDE ATTEMPT	13
JUVENILE TROUBLE	11
DOMESTIC	306
DOMESTIC UNFOUNDED	5
NEIGHBOR TROUBLE	22
ACCIDENTAL INJURY	12

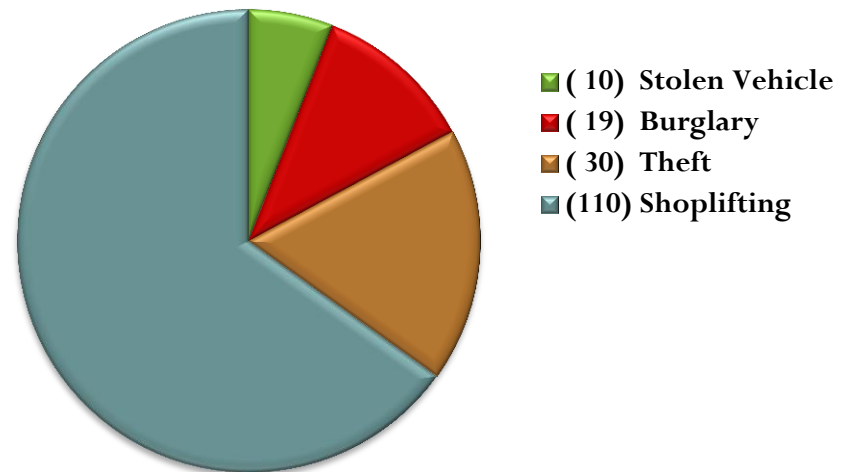
Description (continued)	1/01/16 to 6/30/16
ALARM	865
TRESPASSING	81
CIVIL MATTER	72
POLICE SERVICE CALL	34
ANIMAL CALL	14
LOST/FOUND PROPERTY	173
MAN DOWN/SICK PERSON	14
OVERDOSE	8
ASST TO ANOTHER DEPARTMENT	36
SUSPICIOUS INCIDENT	78
UNWANTED GUEST	3
WELFARE CHECK	4
NOISE	1
PROBLEM SOLVING	0
BUSINESS / RESIDENCE CHECK	0
RESIDENTIAL/EMPLOYMENT CHECK	0
SERVING CIVIL PROCESS	2
Total	2137

3. Number and Types of Arrests

D8 - Village of Wellington
Violent Crime Arrests 01/01/16 - 06/30/16



District 8 - Village of Wellington
Property Crime Arrests 01/01/16 - 06/30/16



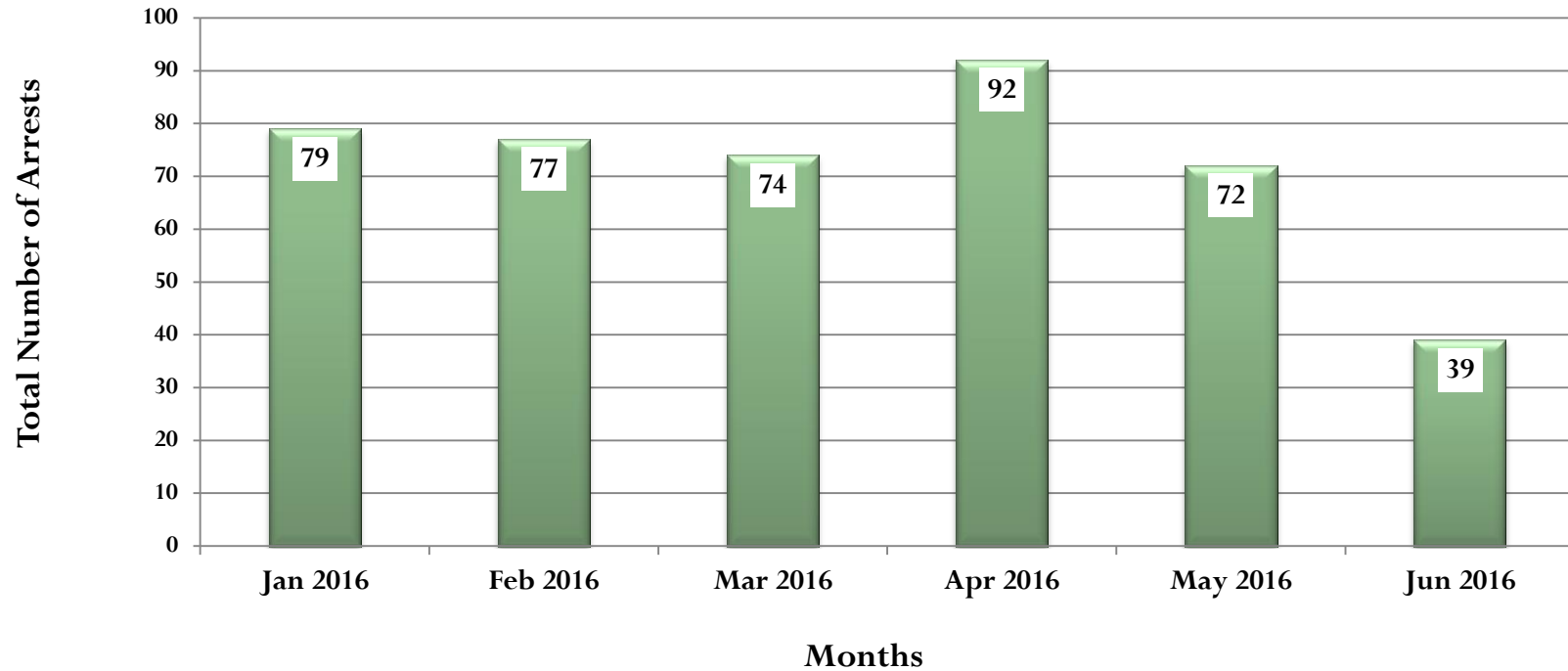
3. Number and Types of Arrests Continued

Description	Total Arrests
DUI	32
MISSING PERSON	1
STOLEN VEHICLE	8
STOLEN VEHICLE RECOVERY	2
RECKLESS DRIVER	7
CHILD ABUSE	2
FELONY	9
MISDEMEANOR	45
BURGLARY	19
THEFT/LARCENY	13
ASSAULT	8
DOMESTIC ASSAULT	34
DOMESTIC	14
ROBBERY	11

Description	Total Arrests
LEWD OR LASCIVIOUS ACTS	1
TRESPASSING	13
EMBEZZLEMENT/FRAUD	14
BEVERAGE VIOLATION	3
DRUG CASE	38
SHOPLIFTING	110
CIVIL MATTER	1
ANIMAL CALL	2
ASSIST ANOTHER DEPT	1
STALKING	1
INVESTIGATION	1
SERVING WARRANT/CAPIAS	27
TRAFFIC STOP	16
Total	433

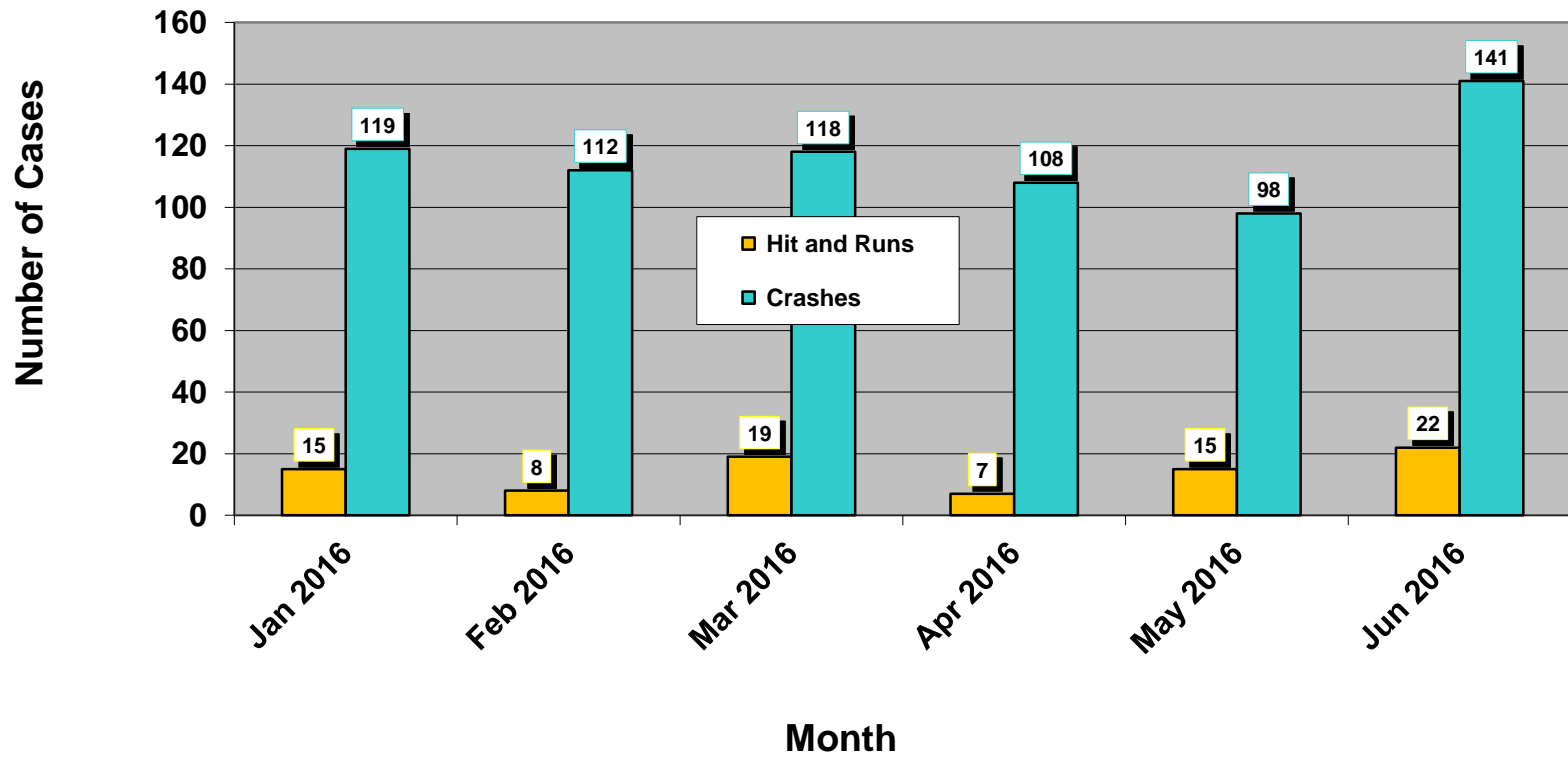
3. Number and Types of Arrests Continued

District 8 - Village of Wellington
Total Arrests 01/01/16 - 06/30/16



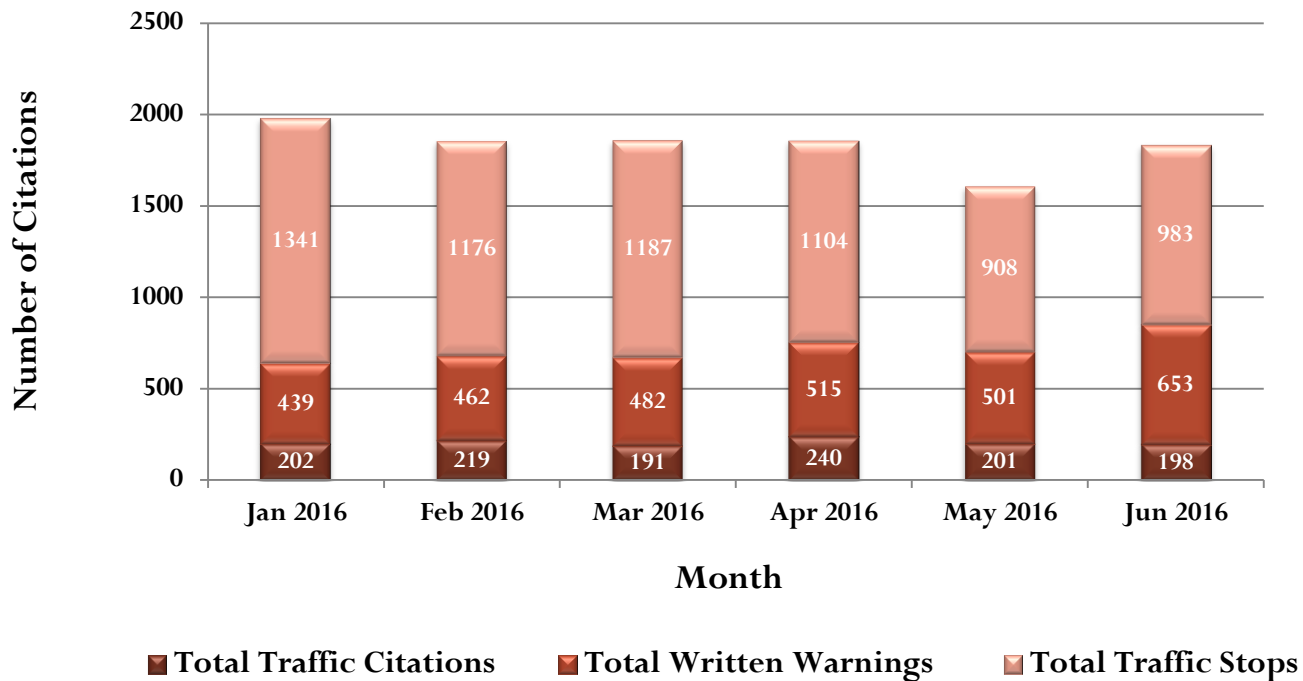
4. Traffic Crashes

PBSO District 8 - Village of Wellington
Total Hit and Run and Crashes by Month 01/01/16 - 06/30/16



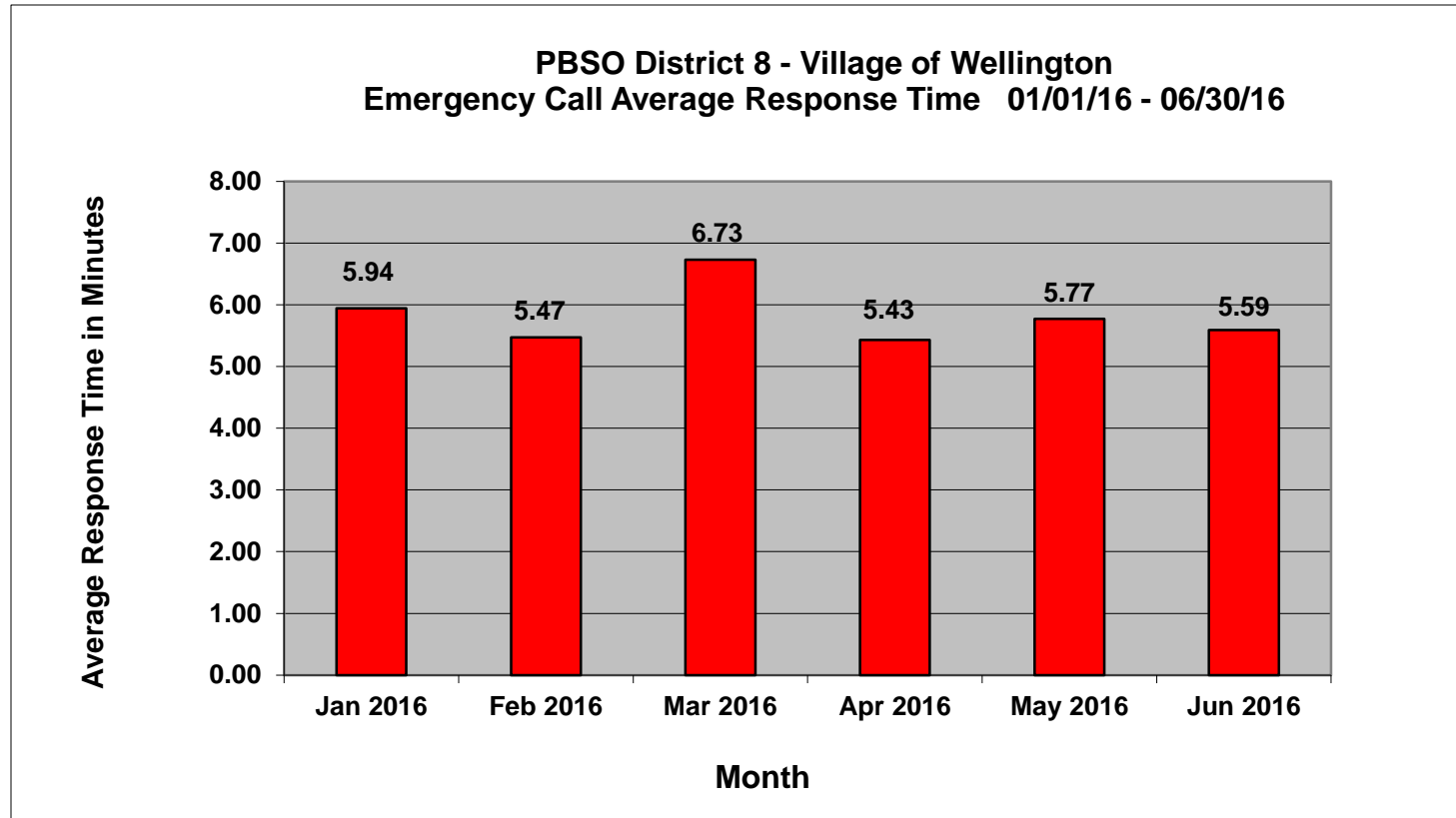
5. Traffic Citations, Warnings and Traffic Stops

District 8 - Village of Wellington
Total Traffic Citations, Warnings and Traffic Stops
01/01/16 - 06/30/16



PBSO Traffic Division wrote an **additional 321 Citations** within District 8 from January through June 2016

6. Response Times to Emergency Calls



Note: Response Times were generated by the Crime View Desktop Application

Examples of Priority 1 Calls Include (but are not limited to): All In Progress or Just Occurred Crimes + terrorism, armed persons, kidnapping, stalking, missing Alzheimer's persons, abuse, fires, suicides, crashes with injuries, suspicious incidents or persons, alarms.

7. Number and Type of Special/Additional Enforcement

- **Annual Holiday Action Plan:**
 - Implemented a “Holiday Action Plan” for the 2015 holiday shopping season, November 27th, 2015 (Black Friday) through January 4th, 2016. The focus of the plan was to prevent robberies, thefts, auto thefts, vehicle burglaries, and retail theft at the Mall at Wellington Green. The mall is Wellington’s premier shopping venue and safety is of paramount importance to PBSO. There were no reported robberies at the mall during the holidays.
- **Traffic Enforcement**
 - In April and May 2016, conducted traffic operations to address numerous dirt-bike complaints from equestrians. Seven juveniles were arrested and their motorcycles were seized for forfeiture.
- **Community Policing:**
 - In March 2016, participated in a Meet and Greet at the Wellington McDonalds.
 - During April 2016, conducted three village employee training sessions. Topics discussed were emergency versus non-emergency situations, requesting assistance, Critical Incidents: Active shooter, suspicious persons, packages and situations, bomb threats and handling angry and/or abusive citizens.
 - In May 2016, in partnership with Palm Beach County Fire Rescue, conducted training at Village Park for 23 Neighborhood Watch groups.
 - During June 2016, in partnership with The Wheels of Wellington, conducted a Bicycle Helmet giveaway.
 - In June 2016, conducted bullying prevention training to camp staff and campers.

8. Law Enforcement Forfeiture Activity

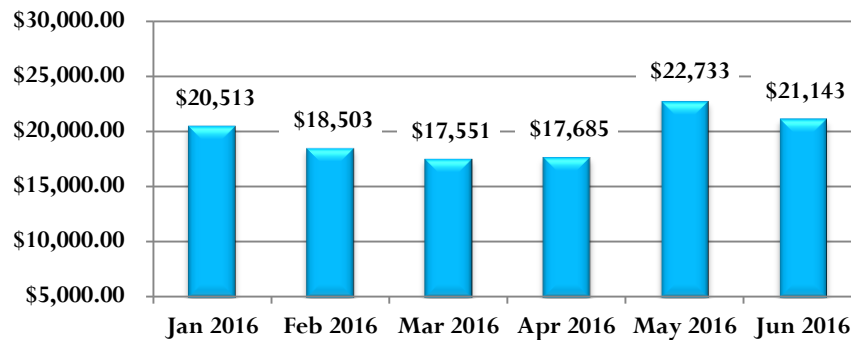
District 8 LETF Semi-Annual Report		01/01/2016 – 06/30/16
<u>Property Seized</u>		
Currency		\$3,470.00
Vehicles		16
Trailers		0
<u>Property Awarded</u>		
State		\$0.00
Federal		\$0.00
<u>Release Fees</u>		
Vehicles		\$4,450.00
<u>Total Deposited to LETF</u>		\$4,450.00
Final Disbursement Subject to PBSO Attorney Fees and Costs		
Prepared by Lieutenant Andrew Cavanagh		

9. Monthly Expenditure Reports

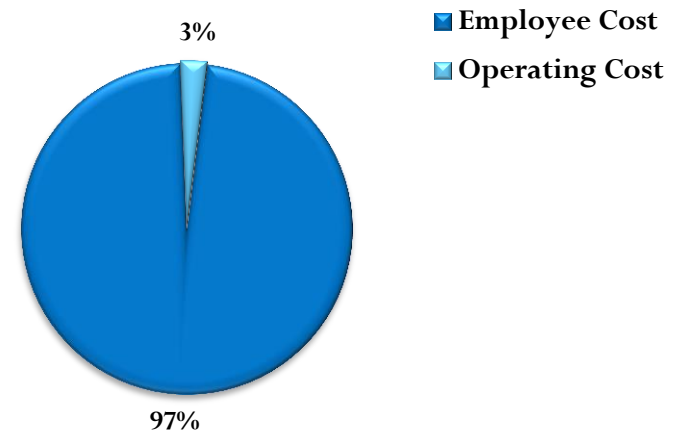
	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	6 Month Totals
Employee Cost *	\$ 754,972.90	\$ 761,768.27	\$ 813,073.49	\$ 722,740.87	\$ 732,017.15	\$ 720,790.14	\$ 4,505,362.82
Operating Cost	\$ 20,512.68	\$ 18,503.18	\$ 17,551.42	\$ 17,684.86	\$ 22,733.42	\$ 21,143.34	\$ 118,128.90

* Does not include Overtime Cost (listed separately in Item #10)
Employee Cost includes all employee cost of base salary, incentive, longevity, holiday pay, shift differential, FICA, retirement, and insurance

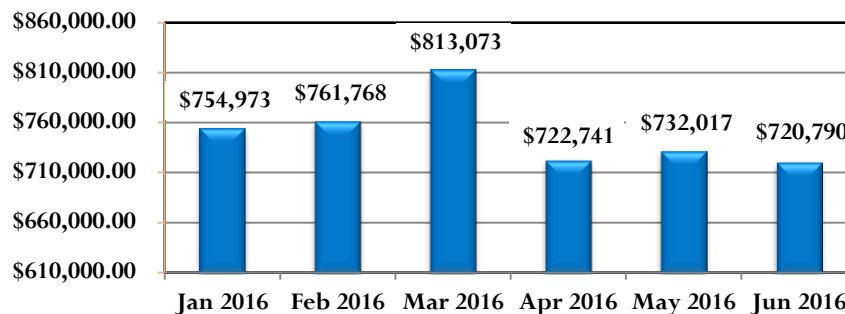
PBSO District 8 - Village of Wellington
Monthly Expenditure/Operating 01/01/16 - 06/30/16



PBSO District 8 - Village of Wellington
Expenditure Employee Cost Vs. Operating Cost
01/01/16 - 06/30/16

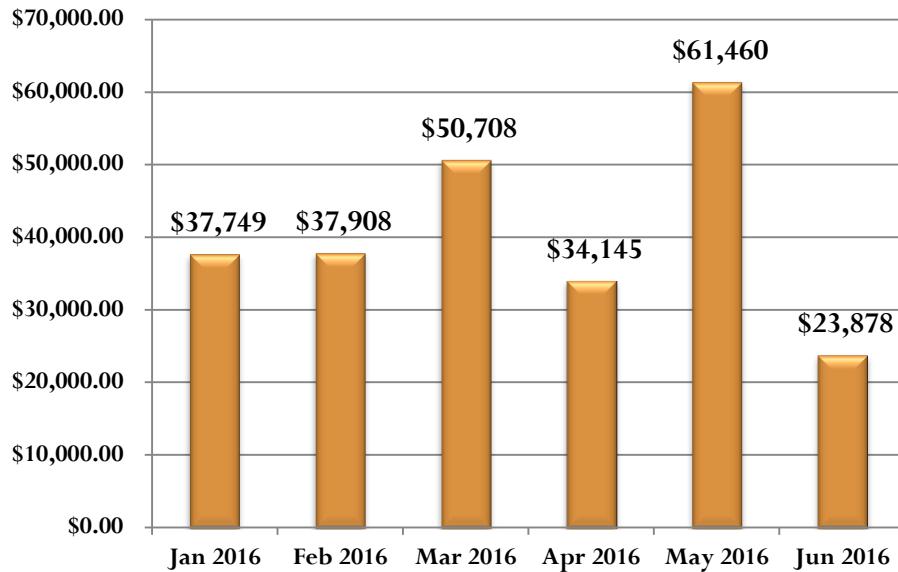


PBSO District 8 - Village of Wellington
Monthly Expenditure/Salaries 01/01/16 - 06/30/16

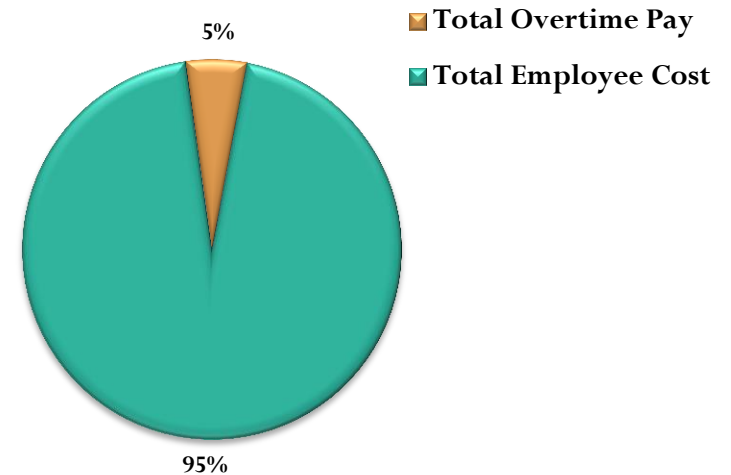


10. Monthly Overtime Reports

PBSO District 8 - Village of Wellington
Monthly Overtime Cost 01/01/16 - 06/30/16



PBSO District 8 - Village of Wellington
Regular Salary Vs. Overtime Pay 01/01/16 - 06/30/16





Village of Wellington

Legislation Text

File #: 16-0334, **Version:** 1

ITEM: RESOLUTION NO. R2016-57 (CULTURAL AFFAIRS GRANT AWARD) FLORIDA DEPARTMENT OF STATE DIVISION OF CULTURAL AFFAIRS GRANT AWARD (CSFA 45.014) FOR GRANT 17.9.200.548 FOR THE PROJECT "WELLINGTON COMMUNITY CENTER" IN THE AMOUNT OF \$500,000, AND; RESOLUTION NO. R2016-58 (BUDGET AMENDMENT TO ALLOCATE THE GRANT).

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF STATE DIVISION OF CULTURAL AFFAIRS FOR THE PURPOSE OF RECEIVING A GRANT UNDER PROVISIONS OF THE CULTURAL FACILITIES PROGRAM FOR THE WELLINGTON COMMUNITY CENTER PROJECT; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. R2016-58 (FLORIDA DEPARTMENT OF STATE CULTURAL AFFAIRS GRANT FUNDS BUDGET AMENDMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2015-2016 CAPITAL FUND BUDGET FOR FLORIDA DEPARTMENT OF STATE DIVISION OF CULTURAL AFFAIRS GRANT FUNDS AWARDED FOR DEVELOPMENT OF THE WELLINGTON COMMUNITY CENTER; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-57 authorizing the Mayor to enter into an agreement with the Florida Department of State Division of Cultural Affairs for the Cultural Facilities Grant and approval of Resolution No. R2016-58 for a budget amendment to allocate the \$500,000 in grant monies to the Governmental Capital Fund revenue and expenditures.

EXPLANATION: The Florida Department of State Division of Cultural Affairs administers the Cultural Facilities program to provide financial support for the renovation, construction and acquisition of cultural and community facilities. The Wellington Community Center project includes deliverables which qualify for grant funds under the Cultural Facilities program. The Division of Cultural Affairs has awarded \$500,000 in grant funding for the Community Center project to match Wellington's investment in the project.

To accept the grant, the Village is required to sign and return the original Grant Agreement Award Package to the Division of Cultural Affairs. Subsequent to the review and approval of the Grant Award Agreement with all required Attachments, the Division Director will sign the contract. When executed, all Attachments and the Restrictive Covenant will become part of the Agreement. After the contract has been executed, the Division will return a set of all documents to Wellington. The Restrictive Covenants must then be recorded with the Clerk of the Circuit Court, and a certified copy of the Restrictive Covenants must be sent back to the Division.

BUDGET AMENDMENT REQUIRED: YES

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

File #: 16-0334, Version: 1

FISCAL IMPACT: The budget amendment will increase the capital fund revenues and expenditures by \$500,000 for the grant proceeds.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2016-57 authorizing the Mayor to enter into an agreement with the Florida Department of State Division of Cultural Affairs for the Cultural Facilities Grant and approval of Resolution No. R2016-58 for a budget amendment to allocate the \$500,000 in grant monies to the Governmental Capital Fund revenue and expenditures.

RESOLUTION NO. R2016-57

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
TO ENTER INTO AN AGREEMENT WITH THE FLORIDA
DEPARTMENT OF STATE DIVISION OF CULTURAL
AFFAIRS FOR THE PURPOSE OF RECEIVING A GRANT
UNDER PROVISIONS OF THE CULTURAL FACILITIES
PROGRAM FOR THE WELLINGTON COMMUNITY
CENTER PROJECT; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Village of Wellington desires to further develop its cultural and community center facilities; and

WHEREAS, the Village of Wellington hereby accepts a Cultural Facilities Program grant in the amount of \$500,000 to construct the Community Center project, an approved cultural and community center Project; and

WHEREAS, the Village of Wellington wishes to enter into an agreement with the Florida Department of State Division of Cultural Affairs to receive the grant funds; and

WHEREAS, the grant funds will be allocated to the Wellington Community Center Project;

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

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

SECTION 2. The Wellington Council hereby authorizes the Mayor to enter into an Agreement with the Florida Department of State Division of Cultural Affairs for the purpose of receiving grant funds.

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

PASSED AND ADOPTED this ____ day of _____, 2016.

ATTEST:

WELLINGTON

By: _____
Rachel Callovi, Clerk

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

RESOLUTION NO. R2016-58**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
AMENDING THE FISCAL YEAR 2015-2016 CAPITAL FUND
BUDGET FOR FLORIDA DEPARTMENT OF STATE
DIVISION OF CULTURAL AFFAIRS GRANT FUNDS
AWARDED FOR DEVELOPMENT OF THE WELLINGTON
COMMUNITY CENTER; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Village of Wellington accepted an agreement with the Florida Department of State Division of Cultural Affairs Fund Program Grant No. CSFA 45.014, Grant No. 17.9.200.548; and

WHEREAS, the grant funds are approved for use in developing the Wellington Community Center project appropriated in the Governmental Capital Fund; and

WHEREAS, the FY 2015-2016 Governmental Capital Fund budget was adopted and amended to the total amount of \$11,787,794; and

WHEREAS, the capital project budget may be amended by the Wellington Village Council; and

WHEREAS, a Budget Amendment, attached as Exhibit "A", has been prepared in accordance with Section 6 of Wellington's Charter and in compliance with §166.241 (4) (c) Florida's Statutes and Article VII, Purchasing Contracts, and Property Management Policies, Section 2-332 of Wellington's Code of Ordinances appropriating \$500,000 for grant revenues and capital project expense; and

WHEREAS, Wellington's Manager recommends approval of the Budget Amendment.

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

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

SECTION 2. The Wellington Council hereby approves the Budget Amendment #2016-044 as set forth in Exhibit "A" and authorizes the Mayor to execute the Amendment as presented.

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

PASSED AND ADOPTED this ____ day of _____, 2016.

ATTEST:

WELLINGTON

By: _____
Rachel Callovi, Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie Cohen, Village Attorney

Village of Wellington, FL
Budget Amendment #2016-044
Fiscal Year 2015-2016

Amend to budget revenues and expenditures for the Florida Department of State Cultural Affairs Cultural Facilities grant CSFA 45.014

Description	CAPITAL FUND		
	Fund Balance/Reserves	Revenue Budget Increases/Decreases	Expenditure Budget Increases/Decreases
Fund Balances (After Budgeted Use)			
Rate Stabilization Reserves			
Reserve for Insurances			
Emergency Reserves			
Assigned Fund Balance	\$ 342,284		
Total Current Fund Budget		\$ 11,787,794	\$ 11,787,794
Budget Amendment:			
State Grant Revenues		\$ 500,000	
WCC Construction Project			\$ 500,000
Budget Amendment Total	\$ -	\$ 500,000	\$ 500,000
Ending Fund Balances (Projected)			
Rate Stabilization Reserves	\$ -		
Reserve for Insurances	\$ -		
Emergency Reserves	\$ -		
Assigned Fund Balance	\$ 342,284		
Total Revised Fund Budget		\$ 12,287,794	\$ 12,287,794

Approved: _____

Anne Gerwig, Mayor

Date _____

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
VILLAGE OF WELLINGTON**

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the Village of Wellington hereinafter referred to as the "Grantee."

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number 17.9.200.548 for the project "Wellington Community Center," in the amount of \$500,000. Funds for this grant have been appropriated in the FY 2016-2017 General Appropriations Act on line 3108A. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Wellington Community Center," project, the public purpose for which these funds were appropriated as described in **Attachment A**, Project Description.

a) The Grantee shall perform the following Scope of Work:

Village of Wellington will construct a 2 story, 25,000 square foot facility to serve all the needs of the Community. The Center, built in virtually the same location as the previous structure, is being constructed to accentuate the adjacent lake and provide greater access to the site other popular facilities such as the outdoor amphitheater. The new Center will provide almost 30% more programming space and include areas dedicated for dance, music and crafts. The project will also construct a state of the art stage facility within the building that can be used to host large performances. This stage area will include lighting, sound and dressing areas for performers. In addition to performing art space, the Center will have education facilities such as computer labs and multi-purpose rooms for a wide range of programming.

Project Deliverables:

1. Metal Framing, Drywall & Stucco
2. Metal Awning Louvers
3. HVAC
4. Painting, Floor Tiling, Acoustic Ceilings
5. Cabinets
6. Elevator
7. Electric System including Audio/Visual system
8. Structure exterior lighting, signage and parking

All tasks associated with the renovation will be performed by June 1, 2018. All project work will be completed under the supervision of a licensed architect or licensed contractor.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- The first payment will be a fixed price in the amount of 30 percent (30%) of the grant award. The Grantee will have completed at least 30 percent (30%) of the project prior to payment.
The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703) or its equivalent (see Appendix 1) **along with a Contractor's Affidavit of Completion**, showing at least 30 percent (30%) of the project completed.

Payment 2, Deliverable/Task 2:

- The second payment will be a fixed price in the amount of 30 percent (30%) of the grant award. The Grantee will have completed at least 60 percent (60%) of the project prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1) **along with a Contractor's Affidavit of Completion**, showing at least 60 percent (60%) of the project completed.

Payment 3, Deliverable/Task 3:

- The third payment will be a fixed price in the amount of 40 percent (40%) of the grant award. The Grantee will have completed 100 percent (100%) of the project prior to payment.
The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (see Appendix 1) **along with a Contractor's Affidavit of Completion**, showing 100 percent (100%) of the project completed, including all retainage amounts paid.

- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment C). All expenditures for this agreement shall be in accordance with this budget (Attachment C).
- d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2016, and shall end June 1, 2018, unless terminated in accordance with the provisions of Section 37 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:

Elsie J. Rogers, Contract Manager
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6483
Email: Elsie.Rogers@dos.myflorida.com

For the Grantee:

Tanya Quickel
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida, 33414
Phone: 561-791-4113
Email: tquickel@wellingtonfl.gov

4. **Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of funds, the Grantee must provide the following with the return of the signed Agreement.
 - a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.
 - b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment B).
 - c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 20 and 21)
 - d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt

Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.

e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 22)

f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)

5. Grant Payments. All grant payments are requested by submitting a payment request, Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703) or its equivalent (See Appendix 1). The total grant award shall not exceed \$Amount which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

a) The first payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.

b) The second payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.

c) The third payment will be 40 percent (40%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.

6. Electronic Payments. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

7. Florida Substitute Form W-9. A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

8. Amendment to Contract. Either party may request modification of the provisions of this Agreement by submitting a Cultural Facilities Grant Amendment Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The

Cultural Facilities Grant Amendment Request form is available on the Division's online grant system.

9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) First payment will be withheld if Deliverables are not satisfactorily completed.
 - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
 - c) Third payment will be withheld if Deliverables are not satisfactorily completed. If the grantee has spent less than the total grant award in state funds to complete the Scope of Work, the third payment will be reduced by an amount equal to the difference between state dollars spent and the total grant award.
10. **Encumbrance of Funds.** Encumbrance Period is between July 1, 2016 and June 30, 2017, during which state dollars must be obligated to pay for project expenses. To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds. All grant funds must be encumbered under the terms of a binding contractual agreement by June 30, 2017, except as allowed below.
 - a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
11. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division, using the Cultural Facilities Progress Report form. The Cultural Facilities Progress Report form is available on the Division's website at <http://dos.myflorida.com/media/31252/culturalfacilitiesreportform.pdf>
 - a) **First Project Progress Report** is due by January 31, 2017, for the period ending December 31, 2016.
 - b) **Second Project Progress Report** is due by July 31, 2017, for the period ending June 30, 2017.
 - c) **Third Project Progress Report** is due by January 31, 2018, for the period ending December 31, 2017.
 - d) **Final Report.** The Grantee must submit a Final Report with photos of completed project to the Division by July 15, 2018.
12. **Matching Funds.** Matching funds must meet the following requirements:

- a) Be directly related to the specific construction or renovation work described in the Project Description and detailed in the Estimated Project Budget.
- b) May not consist of general operating expenses as described in Section 16 of this agreement.
- c) Be clearly accounted for by documentation maintained at the Grantee's office.
- d) May not consist of state dollars from any source.
- e) May not consist of matching funds claimed for any other state grant.
- f) May have been expended prior within the 5 years preceding July 1, 2016, as long as the expenditures are clearly a part of this grant project, as described in the Scope of work and detailed in the Estimated Project Budget.

13. Grant Completion Deadline. The grant completion deadline is June 1, 2018. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 60 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 14 of this Agreement.

14. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 60 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

15. Credit Line(s) to Acknowledge Grant Funding. All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

- a) "This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida" (Section 286.25, Florida Statutes).
- b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:

- a) General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.)
- b) Costs associated with representation, proposal, or grant application preparation
- c) Costs incurred or obligated outside of the grant period
- d) Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency
- e) Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project
- f) Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs including bank fees and charges and credit card debts
- g) Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships
- h) Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status
- i) Re-granting, contributions, and donations
- j) Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement or outside the dates stated in the grant award agreement
- k) Also refer to Section 216.348, Florida Statutes, Fixed capital outlay grants and aids to certain nonprofit entities.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Elsie Rogers, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Unrestricted Use and Access. The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).

- a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to

provide such certification will constitute a default hereunder, which will give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.

- b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award.

20. Restrictive Covenant. If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment D).

21. Surety Bond instead of a Restrictive Covenant. If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment E).

22. Historic Preservation Review. If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.

23. Fortuitous Finds. In the event of unexpected discoveries during ground disturbing activities within the project area:

- a) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section, at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.
- b) In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

24. Single Audit Act. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment F for additional information regarding this requirement.

- 25. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of ten (10) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the ten-year period, the records shall be retained until the litigation, audit, or claim has been resolved. Retention period shall match the ten (10) year Restrictive Covenant or Surety Bond period.
- 26. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 27. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 28. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
- 29. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

30. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

31. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

32. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

33. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 34. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 35. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 36. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 37. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- 38. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 39. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must

demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

- 40. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 41. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 42. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.
- 43. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 44. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 45. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
- 46. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 47. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

 - a) This Agreement
 - b) Project Description (Attachment A)
 - c) Legal Description of the Property (Attachment B)
 - d) Estimated Project Budget (Attachment C)

- e) Recorded Restrictive Covenant and Amortization Schedule (Attachment D) or Issued Surety Bond and Amortization Schedule (Attachment E)
- f) Single Audit Act Requirements and Exhibit I (Attachment F)
- g) Schedule of Contract Values form (Appendix 1)

In acknowledgment of Grant Number 17.9.200.548 provided for from funds appropriated in the FY 2016-17 General Appropriation Act in the amount of \$500,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: _____
 [INSERT DIRECTOR'S NAME], Division
 Director

Grantee:

By: _____
 Authorizing Official for the Grantee*

 Print name and title

 Witness

 Witness

 Date

 Date

ATTACHMENT A

Project Description

In 2014 the Village of Wellington approved moving forward with its largest Cultural project in the Community's 64 year history, construction of a new Community Center. While the need for the new facility had been determined through a wide range of public input including spatial studies, usage data and numerous community meetings, completing the project was not going to be simple. With very little available land for new construction, the Village decided that the best location for the new Center would be at the Civic Complex, the current home to the existing Community Center.

The site is the heart of the community with an outdoor amphitheater, tennis center, pool, water-front-park and Village Hall offices. While the Civic Complex seemed to be an easy choice, the reality of completing the proposed project was problematic. If a larger building were to be constructed, the popular 15 court tennis complex would have to be relocated to another site.

After over a year of planning and public input the plan was put in motion. A new tennis center was completed in 2015 and the existing courts are scheduled to be removed in the summer of 2015. The 37 year old Community Center will be demolished later in the year. In 2016 the Village will construct a new 25,000 square foot facility that will be able to serve all the needs of the Community.

The Center, built in virtually the same location as the previous structure, is being constructed to accentuate the adjacent lake and provide greater access to the site other popular facilities such as the outdoor amphitheater. The new Center will provide almost 30% more programming space and include areas dedicated for dance, music and crafts. The project will also develop a state of the art stage facility within the building that can be used to host large performances. This area will include lighting, sound and dressing areas for performers. In addition to performing art space, the Center will have education facilities such as computer labs and multi-purpose rooms for a wide range of programming.

The estimated cost of the entire project, including the relocation of the tennis court complex is over 12 million dollars. The Center is projected to cost 8.5 million. The Village is requesting financial assistance in the amount of \$500,000 and will provide the required 200% required matching funds.

The Village engaged a design-build team in 2014 to complete construction specifications, construct the new tennis center, demo the existing facilities and complete the new center. Plans have been completed for the entire project and the Village anticipates opening the new center in late 2016.

ATTACHMENT B

ATTACH LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT C**Estimated Project Budget**

	Budget Category	Total	Match	State
3	Architectural Services			
4	General Requirements			
5	Site Construction			
6	Concrete			
7	Masonry	\$ 83,760		
	Metal Framing, Drywall & Stucco		\$ 83,760	
8	Metals			
9	Wood and Plastic			
10	Thermal and Moisture Protection			
11	Doors and Windows	\$ 112,972		
	Metal Awning Louvers		\$ 112,972	
12	Finishes	\$ 301,121		
	Painting (\$91,860), Floor Tiling (\$106,784), Acoustic Ceilings (\$20,686), Resilient Flooring & Carpet (\$81,791)		\$ 261,121	\$ 40,000
13	Carpentry/Millwork	\$ 111,718		
	Millwork & Cabinets		\$ 111,718	
14	Equipment			
15	Furnishings			
16	Mechanical	\$ 118,634		
	Elevator		\$ 118,634	
17	HVAC	\$ 527,304		
			\$ 427,304	\$100,000
18	Plumbing			
19	Electrical	\$ 721,939		
			\$ 361,939	\$360,000
20	Exterior Improvements			
21	Special Construction			
	TOTAL PROJECT EXPENDITURES	\$1,977,448	\$ 1,477,448	\$ 500,000

ATTACHMENT D

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.
2. The Restrictive Covenant shall include the following provisions:
 - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.
 - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant.
 - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
 - d) The Grantee must maintain the building(s) as a “Cultural Facility.” For the purposes of this program, a “Cultural Facility” is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
 - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;
 - b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;

- c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
 - d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
 - e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
 - f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.
- f) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT E

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.
3. The Bond Agreement must:
 - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a “Cultural Facility” for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
 - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a “Cultural Facility” as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT F

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

The administration of resources awarded by the Department of State to the Recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State.” In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes;

applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Department of State
 Division of Elections
 R.A. Gray Building, Ste 316
 500 S. Bronough St.
 Tallahassee, FL 32399-0250
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 East 10th Street
 Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the

reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

\$0

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Resources may be utilized for items in the basic state arts plan; arts education; arts in underserved communities; programs which provide access to the arts for all Americans; an initiative to make the finest works in our nation's artistic legacy available to a broad cross section of America; and projects which strengthen the infrastructure of support for the folk and traditional arts.

State resources awarded to the recipient pursuant to this agreement consist of the following:

\$500,000

Matching resources for federal programs:

Not Applicable.

Subject to section 215.97, Florida Statutes:

Florida Department of State Cultural Facilities Grants, CSFA Number 45.014

Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

APPENDIX 1

Schedule of Contract Values

(This form must be completed by the Contractor for the Project.)

PROJECT NAME: PROJECT #: CONTRACTOR:							APPLICATION NO: APPLICATION DATE: PERIOD TO: PERCENT COMPLETE TO DATE:		
A	B	C	D	E	F	G	H	I	J
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED	COMPLETED AND STORED TO DATE	(G ÷ C)	TO FINISH (C - G)	(IF VARIABLE RATE)
			(D + E)		(NOT IN D OR E)	(D+E+F)			
	(Fill in & break down contract values)								
	(Add any change order(s) descriptions)								
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

Contract Manager: Minimum performance requirements successfully completed and approved by: _____ Date: ____ / ____ / ____

RESTRICTIVE COVENANT

(Grantee owns land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20_____, by Village of Wellington, hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Grantee is the fee simple title holder of the land and the building(s) to be used as a cultural facility located at 12150 Forest Hill Blvd., Wellington, FL, 33414. A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of \$ 500,000, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility, as required by Section 265.701(1), Florida Statutes. "Facility" is used herein to refer to the building(s) and associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require that this restrictive covenant be recorded to ensure that the facility will be used as "cultural facility," as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

- 1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee and its successors in interest for (10) ten years following execution of the grant award agreement.
- 2.) The grant award shall only be expended for

Project Title: Wellington Community Center (17.9.200.548)

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements made to the facility and the associated land, funded in whole or in part by grant funds.

4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The Grantee shall maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

6.) This restrictive covenant will be violated if the Grantee or its successors in interest if the facility ceases to be used as a cultural facility, as defined above, within ten (10) years following the execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:

- a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
- b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;
- c. If the violation occurs more than six (6) but less than seven (7) years following the execution of the grant award agreement, 65% of the grant amount;
- d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;
- e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount;
- and
- f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties

8.) If the entire amount due under the provisions of paragraph six (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the land and cultural facility are located. The Parties further

agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a judgment, when recorded, shall be considered a valid lien upon Grantee's interest in the facility and the associated land, including all improvements funded in whole or part by grant funds.

9.) As a condition to receipt of grant funds, the Grantee shall:

- a. Record this covenant in the public records with the Clerk of the Circuit Court of Palm Beach County, Florida;
- b. Pay fees associated with its recording; and
- c. Provide a certified copy of the recorded covenant to the Division.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee hereby affirms that he/she has read this restrictive covenant, understands and agrees to its terms, and hereby affixes his/her signature accordingly.

PARTIES and WITNESSES:

GRANTEE SIGNATURE

GRANTEE NAME (print)

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

GRANTEE ADDRESS

City

State

Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

For the Division of Cultural Affairs:

Sandy Shaughnessy Director

R.A. Gray Building
500 S. Bronough St.
Tallahassee, Florida 32303

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for the Florida Department of State,
(Position)

Division of Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]



Village of Wellington

Legislation Text

File #: 16-0307, **Version:** 1

ITEM: MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETINGS OF JUNE 28, 2016 AND JULY 12, 2016

REQUEST: Approval of the Minutes of the Regular Wellington Village Council Meetings of June 28, 2016 and July 12, 2016.

EXPLANATION: Attached for Council's review and approval are the Minutes of the Regular Wellington Village Council Meetings of June 28, 2016 and July 12, 2016.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: N/A

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of the Minutes of the Regular Wellington Village Council Meetings of June 28, 2016 and July 12, 2016.

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

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

**Tuesday, June 28, 2016
7:00 p.m.**

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, June 28, 2016 commencing at 7:00 p.m. at Wellington Village Hall, 12300 Forest Hill Boulevard, Wellington, FL 33414.

Council Members present: Anne Gerwig, Mayor; John T. McGovern, Vice Mayor; Michael Drahos, Councilman; Michael Napoleone, Councilman; and Tanya Siskind, Councilwoman.

Advisors to the Council: Paul Schofield, Manager; Laurie Cohen, Esq., Attorney; Jim Barnes, Assistant Manager; Tanya Quickel, Director of Administrative and Financial Services; and Rachel R. Callovi, Village Clerk.

- 1. CALL TO ORDER** – Mayor Gerwig called the meeting to order at 7:00 p.m.
- 2. PLEDGE OF ALLEGIANCE** – Council led the Pledge of Allegiance.
- 3. INVOCATION** – Geraldo Vieira, Minister, Pentecostals of the Palm Beaches, Wellington, delivered the invocation.
- 4. APPROVAL OF AGENDA**

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

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

5. PRESENTATIONS AND PROCLAMATIONS

- A. 16-0248** PRESENTATION OF RETIREMENT RESOLUTION TO AWILDA RODRIGUEZ BY DEBRA R. BUFF, MMC, SOUTHEAST DISTRICT DIRECTOR OF THE FLORIDA ASSOCIATION OF CITY CLERKS (FACC)

Mr. Schofield introduced the item.

On behalf of the Florida Association of City Clerks (FACC), Debra Buff, Southeast District Director, and Chevelle Nubin, President, presented Ms. Rodriguez with a Resolution acknowledging her retirement after serving the Village of Wellington for 32 years.

At this time, Mayor Gerwig read a Proclamation from the Village of Wellington recognizing Ms. Rodriguez and many of her career accomplishments at the Village.

Ms. Rodriguez expressed her sincere appreciation to the Florida Association of City Clerks (FACC), to the Wellington Councils she has served, to her coworkers, and to the leadership and guidance of Mr. Schofield.

Mr. Schofield also expressed his sincere appreciation of Ms. Rodriguez and thanked her for making his time at the Village more rewarding.

6. CONSENT AGENDA

- A. 16-0253** MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF JUNE 14, 2016
- B. 15-1012** AUTHORIZATION TO RENEW AN EXISTING CONTRACT WITH PORT CONSOLIDATED, INC. FOR THE SUPPLY AND DELIVERY OF GASOLINE AND DIESEL FUEL
- C. 15-1019** AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SUPPORT AND MAINTENANCE OF THE VILLAGE'S INTERACTIVE VOICE RESPONSE (IVR) SYSTEM
- D. 15-1113** AUTHORIZATION TO AWARD A CONTRACT FOR THE PURCHASE AND DELIVERY OF A THREE (3) TON VIBRATORY COMPACTOR
- E. 16-0218** AUTHORIZATION TO CONTRACT WITH JONES AWNINGS & CANVAS, INC. FOR THE PURCHASE AND INSTALLATION OF A CANOPY AT THE WELLINGTON AMPHITHEATER

Mr. Schofield stated staff recommended adoption of the Consent Agenda as presented.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0), approving the Consent Agenda as presented.

7. PUBLIC HEARINGS

- A. 15-1136** ORDINANCE NO. 2016-06 (CORRECTION OF SCRIVENER'S ERROR IN SECTION 2-292 "REMOVAL OF BOARD AND COMMITTEE MEMBERS")

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, 2-292 ENTITLED "REMOVAL OF BOARD AND COMMITTEE MEMBERS" TO CLARIFY THE NUMBER OF UNEXCUSED ABSENCES THAT COULD RESULT IN REMOVAL AND TO CORRECT THE LAST SENTENCE OF SUBSECTION (A); PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. Ms. Callovi read the Ordinance by title.

Public Hearing

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to open the Public Hearing.

There being no public comments, a motion was made by Vice Mayor McGovern, seconded by Councilman Drahos, and unanimously passed (5-0) to close the Public Hearing.

A motion was made by Vice Mayor McGovern, seconded by Councilman Napoleone, and unanimously passed (5-0) to approve Ordinance No. 2016-06 (Correction of Scrivener's Error in Section 2-292 "Removal of Board and Committee Members") on First Reading as presented.

At this point, Mr. Schofield indicated two comment cards were received from the public which did not relate to this ordinance.

1. Christian Schoemig, 1555 Grumond Court, Wellington. Mr. Schoemig handed the Clerk some pictures for the record. He wanted to start a conversation on what could be done around the perimeter of the mall to enable pedestrians, bicyclists and people in wheelchairs to safely make it to the bus stop.

Mr. Schofield stated Mr. Barnes would get his contact information, so they could have a conversation. Mayor Gerwig indicated the Village finds out where paths need to be when people bring situations like this to their attention.

2. Bruce Tumin, 752 Lake Wellington Drive, Wellington.
 - Mr. Tumin thanked the Council for reappointing him to the Construction Board of Adjustment & Appeals. He stated Section 2.328A states the board shall consist of seven regular members and they only have three. He asked the Village Attorney at their ethics training course last week if they even had a board, but she did not provide an answer.
 - Mr. Tumin indicated Section 2.327 talks about the powers of the board and includes creating variances to the technical code. He requested that Council consider the national standards that Homeland Security recommends concerning the means of egress from within their homes by creating a variance to the existing Florida Building Code and Florida Fire Prevention Code that demands the same requirement for burglar bars as for hurricane shutters. Mr. Tumin provided the Clerk with some information for the record.

Mayor Gerwig thanked Mr. Tumin for serving on the Construction Board of Adjustment & Appeals. She stated Council will make the other appointments to the board.

8. REGULAR AGENDA

A. 16-0194 DISCUSSION AND PUBLIC MEETING ON FLUORIDATION OF WELLINGTON'S DRINKING WATER

Mr. Schofield introduced the item. He stated Mr. Riebe would be making the staff presentation. He indicated Council was provided with an amended set of operating rules. He read them into the record and said a decision needed to be made on items 2 and 3.

Referring to a question about notice, Mr. Schofield stated this meeting was noticed on May 25, 2016. He said no individual invitations were sent out and no one was specifically asked to attend. He indicated the Village was contacted by the Fluoride Action Network on May 31, 2016, Dr. Johnny Johnson on June 9, 2016, and Dr. Paul Connett on June 19, 2016.

Mayor Gerwig asked if someone from the Fluoride Action Network was present. Naomi Flack stated she was on the Advisory Committee. She said she lives in Palm Beach Gardens and has

written some e-mails to the Council. She explained the people who are opposed to fluoridation were never told they could have someone speak for fifteen minutes or she would have paid to bring in an expert. She stated everything published indicated each speaker would have three minutes, so that should apply to everyone.

Mayor Gerwig stated she disagreed, because all of their meetings have been held publicly and this has been discussed openly. She asked Ms. Flack if she would be willing to speak on behalf of the Fluoride Action Network. Ms. Flack reiterated, for the record, that there was never a public announcement about speaking for fifteen minutes.

Mr. Schofield indicated the requirements for the announcement were met, as the meeting has been published and posted on the website. He stated the Village has complied with every notice regulation. He mentioned an e-mail was sent from Dr. Johnson to Dr. Connett on June 4, 2016, advising of this meeting and specifically asking about time. Ms. Flack stated that Dr. Johnson does not represent Wellington and the letter did not indicate Dr. Johnson would be given fifteen minutes, or anyone would be given fifteen minutes, as he simply inquired if Dr. Connett would be attending. Mr. Schofield indicated no one was promised fifteen minutes.

Ms. Flack asked Mayor Gerwig about a poll favoring fluoridation. Mayor Gerwig stated that poll was not done by the Village.

Ms. Flack asked that a proper forum be held, so Dr. Connett could attend and debate Dr. Johnson.

At this time, Mr. Riebe began the staff presentation. He indicated this was the same presentation that was given in 2014. He reviewed the national history of fluoridation starting from the 1900's with the research on benefits of fluoridation through to 2013 with 70% of the U.S. population receiving fluoridated drinking water, which is about the same percentage today. He stated the history of fluoridation in Wellington began October 26, 1999 when the Wellington Council voted to fluoridate the drinking water. From 2000 to 2014 Wellington fluoridated its drinking water without receiving any reported adverse health effects, operational or water quality issues, or personal or health effects by Village personnel. On January 28, 2014, the Council voted to discontinue fluoridation, as it was thought to be in the best interest of public health at the time.

Mr. Riebe stated Fluorine was the thirteenth most abundant element on earth. He said the natural form of fluoride is Fluorapatite, which is the source of Wellington's fluoride. He explained fluoride naturally occurs in Wellington's ground water and roughly 0.2 mg per liter is in the raw water. He explained reverse osmosis (RO) and combination of lime softening is used as part of the treatment process to reduce the fluoride level, so it is about 0.12 mg per liter in the finished/treated water without fluoridating it.

Mr. Riebe explained that Fluorapatite is mined in central Florida and Fluorosilicic/Hydrofluorosilicic Acid is used by the Village. He said the Fluorosilicic Acid was manufactured by Mosaic and distributed by Harcros based in Tampa. He indicated the product is National Science Foundation (NSF) 60 certified, which are the only type of chemicals that can be used in water production. He stated the National Fire Protection Association (NFPA) hazard rating is a 3, so it is pretty toxic in its concentrated form. He noted all Wellington water plant personnel are trained to handle the produce safely and deal with spills. He said the material is stored in a containment area.

Mr. Riebe spoke to Fluorine in the human body, based on his review of a significant amount of literature from the American Medical Association (AMA), Centers for Disease Control and

Prevention (CDC), American Academy of Pediatrics (AAP), etc. He said low levels of fluoride promote healthy bone structures, promote healthy/strong teeth, and prevent dental cavities. High levels of fluoride can have adverse effects and lead to dental fluorosis, skeletal fluorosis, and other health effects based on the reports in the literature.

Mr. Riebe stated the water industry is heavily regulated, as it should be, because it is something that people consume every in order to survive. The U.S. Environmental Protection Agency (EPA) is the lead agency. In Florida, the DEP or Florida Department of Environmental Protection takes the role of the EPA in Florida. The Palm Beach County Health Department is the local agency to which the Village sends its monthly operating reports which includes all of the analysis and data, as they do the sanitary surveys and are the day to day oversight of the Wellington facilities.

Mr. Riebe reiterated that fluoride in Wellington's raw water naturally occurs at about 0.2 mg per liter and that level is reduced through the treatment process to about 0.12 mg per liter. He stated the maximum level of fluoride permitted is 4 mg per liter, which is the primary drinking water standard set by the EPA based on a variety of analysis, tests, health studies, etc. He said the maximum level of fluoride in Wellington's drinking water when it was fluoridated was 0.68 mg per liter, so roughly ten times less than the primary drinking water standard and less than the 0.7 mg per liter now required by the regulations. He noted fluoridation of drinking water is not required for treatment processes, as it was added by the Village for a public health benefit and nothing bad would happen if it was stopped. He explained the fluoride is monitored every two to four hours, so they know the levels at real time and can make adjustments. They also have instrumentation alarms and an automatic shutdown for storage and feed equipment if the levels get out of range, either too high or too low.

Mr. Riebe indicated Wellington's fluoride levels are 0.5 to 0.68 mg per liter, and the primary drinking water standard is 4 mg per liter and the secondary drinking water standard is 2 mg per liter. He said the secondary drinking water has more cosmetic effects, which is where some health effects or dental fluorosis may happen.

Mr. Riebe showed Council a copy of the Consumer Confidence Report from 2012, when the Village was actually feeding fluoride. He noted the Village was currently mailing their 2015 report, as required every year, to report what is in their drinking water. He said they were well below the primary drinking water standards. He stated their drinking water is extremely safe and tastes good, as he drinks it every day as a QC test.

Mr. Riebe mentioned an issue had come up about arsenic and other contaminants as they feed hydrofluorosilicic acid. He explained that chemical has to meet certain standards as part of the NSF 60/ANSI certification process. He stated the Village sent some of their hydrofluorosilicic acid to a lab for testing according to the American Water Works Association (AWWA) B703, which is a very prescriptive analysis of that type of material. As a result, all of the potential contaminants were below the detection limit.

Mayor Gerwig asked why the hydrofluorosilicic acid was sent to the lab for testing. Mr. Riebe stated they wanted a third party verification of the material, even though it is not required. He said the Village does that as a matter of practice when a shipment is received to ensure they are getting what they paid for and it actually meets the standards to make sure they are in compliance. He indicated the hydrofluorosilicic acid complies with NSF 60, AWWA standards and EPA standards.

Mr. Riebe explained arsenic is in the Periodic Table and one of the elements on earth. He stated

water is the universal solvent, as it dissolves things it comes into contact with, which is the unique property about water. He said the naturally occurring arsenic level in Wellington's ground water is about 0.36 mcg per liter and the maximum level of arsenic permitted in drinking water is 10 mcg per liter, which is the primary drinking water standard. When the Village goes through its treatment process, some of the arsenic is removed and it ends up at around 0.19 mcg per liter. He said the standard is 10 mcg per liter, so they are roughly fifty times less than the standard if they do not add fluoride.

Mr. Riebe acknowledged that hydrofluorosilicic acid does have some arsenic in it, as it is a naturally occurring element in the earth. But when the Village fed hydrofluorosilicic acid to fluoridate the drinking water, the arsenic levels were still below the non-detect levels based on laboratory analyses done in 2012, 2013 and 2014. In other words, when the fluoride was added, the amount of arsenic was less than the detection limit. He noted they receive an analysis with every delivery.

Mr. Riebe stated if the Village were to restart fluoridation, the calculated amount of arsenic in the drinking water would be between 0.25 and 0.34 mcg per liter, way below the primary drinking water standard. He said the referenced dosage rates for arsenic were set by the EPA for various elements and the standard is based on consumption, so it is milligrams per kilogram per day. He explained if a person weighing 140 lbs. consumed two liters of water per day (8 oz. of water x 8 glasses), that would result in approximately 0.5 to 0.68 mcg per day, which is much less than the 19.1 mcg per day that is deemed safe by the EPA. He indicated it constitutes between 2.6% and 3.5% of their daily intake threshold for arsenic.

Mayor Gerwig asked if arsenic came from sources other than water. Mr. Riebe stated one could get it from wine or brown rice. He said 100 parts per billion, or 100 mg of a mcg per liter, is the allowable arsenic level in a bottle of wine in Canada and it is 200 in Europe. He indicated the Village's drinking water is at 10, so it is very low and even lower with fluoridation.

Mr. Riebe provided a list of organizations who say that drinking water should be fluoridated, including the American Dental Association, American Academy of Pediatrics, U.S. Department of Health & Human Services, World Health Organization, U.S. Environmental Protection Agency, American Medical Association, Centers for Disease Control and Prevention, Surgeon General, American Water Works Association, Florida Palm Beach County Health Department. He also provided a list of organizations who say that drinking water should not be fluoridated, including the Fluoride Action Network, Sierra Club and various local action groups, health professionals and individuals.

Mr. Riebe stated the communities that fluoridate in Palm Beach County include Palm Beach County Water Utilities, Boynton Beach, Delray Beach, Glades Utility (which includes Belle Glade, Pahokee, and South Bay), Gulfstream, and West Palm Beach. He said the total population served by fluoridated water is 725,000. He indicated that was about 50%, as the population in Palm Beach County was approximately 1.4 million. He noted all of the communities in Broward County fluoridated their drinking water.

Mr. Riebe reviewed some of the common concerns:

1. **Why add fluoride and poison water that is pure?** The contaminant levels are extremely low and well below any maximum contaminant levels (MCL) that have been set, because of the Village's treatment processes and attention to detail. The opposition's perspective is that fluoridation introduces unwanted contaminants into the drinking water.

2. **Has fluoridation been linked to dental/skeletal fluorosis?** The proponents' perspective is that fluoridation is one of several possible contributing factors to an increase in the incidence of mild dental fluorosis in children, therefore the maximum fluoridation levels were reset to 0.7 mg per liter. The opponents' position is that fluoridation contributes to both skeletal and dental fluorosis.
3. **Is fluoridation linked to cancer?** Based on the literature, there is no strong evidence linking fluoridation to cancer. The opponents argue that fluoride does contribute or does increase the risk of cancer.
4. **Is fluoridation linked to other health issues?** Based on the literature and the CDC, the weight of the peer-reviewed scientific evidence does not support an association between water fluoridation and any adverse health effects. The opponents think fluoridation causes a variety of adverse health effects.
5. **Is fluoridation linked to lower IQ's?** The proponents say no and the opponents say yes.
6. **Why drink fluoride if it works topically?** The proponents believe it is important to ingest fluoride, because topical use has a short-term effect. Water fluoridation remains highly recommended by all health organizations regardless of socioeconomic status. The opponents argue that a variety of toothpaste, mouthwashes, etc. are available and fluoride is readily available, so water fluoridation is outdated.
7. **Is fluoridation a medical treatment?** From a dental/medical profession perspective, fluoridation is one of several techniques to reduce the incidence of cavities. The opponents' perspective is that fluoridation is a medical treatment and should be regulated as such, thus it should not be imposed on the population at large.
8. **Is fluoridation cost effective?** Based on an analysis the Village did in 2014, fluoridation costs about 0.63 cents per person, per year. Toothpaste and a toothbrush cost about \$40.00 per year.
9. **Is fluoridation outdated?** The proponents say water fluoridation is not outdated.
10. **Is fluoridation moral?** From the proponents' perspective, fluoridation is moral because it provides for good dental health. The opponents say fluoridation is immoral, because it is imposed on everyone.

Mr. Riebe indicated the presentation was put together so everyone could see the pros and cons or both sides of the story.

Vice Mayor McGovern asked if there was a staff recommendation. Mr. Riebe stated staff's recommendation is to restart fluoridation in Wellington, because it is a benefit to public health and actually benefits the people. He indicated this was staff's same recommendation in 2014.

Spoke Against Fluoridation

Mayor Gerwig explained Mr. Rodney Wollman would be speaking for fifteen minutes against fluoridating the water. In addition, he could call upon someone else to speak during his time as well.

Rodney Wollman, 11371 Mainsail Court, Wellington. Mr. Wollman spoke against the fluoridation of Wellington's drinking water. He stated he was happy back on January 29, 2014 when fluoride was removed from the water, as he would not have to buy bottled water or get his water from different sources, because he did not trust the tap water. He believed nothing more horrific was going on in this county today and that it was like a slow kill, because everyone is in the hospital or has dementia, autism, diabetes, birth defects. He indicated everything he was saying tonight was not being exaggerated, as it is in thousands of sources from Harvard University to the CDC and other government organizations.

Mr. Wollman talked about how:

- Fluoride is a toxic waste product that comes from fertilizer and the aluminum and weapons industry.
- Researchers came up with a diabolical idea to find some advantageous use for it based on fake studies, because it was too expensive to dispose of.
- Only one-half of 1% of the fluoridated water actually gets ingested, so 99.5% of the toxic waste goes back into the water supply and destroys everything.
- 97% of Western Europe refuses to fluoridate their water and that non-fluoridated countries have less tooth decay, according to the World Health Organization.
- Fluoride is an endocrine disrupter and builds up in the bones, brain, and peroneal gland, according to a Harvard study.
- 40% of American teenagers saw visible signs of exposure to fluoride, according to the CDC, which is called dental fluorosis.
- The CDC warns of health risks in babies and baby formulas.
- The back of the toothpaste states "if more than a pea size amount is swallowed call a poison center immediately," and a pea size amount of toothpaste contains ¼ of a milligram of fluoride that is the same exact amount of fluoride that is in an 8 oz. glass of water.
- Billions of dollars were used to form the American Dental Association (ADA), so fluoride would become associated with the scientific progress and force its use in local municipalities.
- Fluoride was found to be a carcinogen in 1990 by the National Cancer Institute.
- The standard was brought down from 1.2 mg to 0.07 mg, because people were getting "too much of a good thing."
- Fluoride causes osteoporosis and arthritis, and lowers intelligence by five to twenty points.
- Fluoride is one of the main ingredients in many roach and rat poisons as well as Prozac.
- Fluoride makes people docile, so it was first used in Nazi concentration camps and to make sarin nerve gas to stop prisoners from trying to escape.
- The United States is one of only eight countries in the entire developed world that fluoridates more than 50% of its water, and it is 70% in the U.S.
- China will not allow water fluoridation because it is too toxic and causes damage.
- The waste product from the phosphate fertilizer industry is directly shipped to the U.S. where they lovingly add it to their water supply.
- The fluoride that is added to the water is not pharmaceutical grade.
- The classified files of the Manhattan Project and the Atomic Energy Commission show the original motivation for promoting fluoride water to the United States was to protect the bomb, aluminum and other fluoride polluting industries from liability.
- Sodium fluoride used to fluoridate water supplies in the U.S. came from Alcoa.
- The CDC claims that for more than 65 years, water fluoridation has gone through extensive scientific studies and refused to assess its public health benefits and risks.
- The CDC states that fluoride should be limited and not given to babies in formulas.
- Fluoride's predominant action is the surface of the tooth and not from inside the body.
- Good oral health and strong healthy teeth are not the result of drinking fluoride.

Mr. Wollman asked everyone to look at all of the sources, because this is a big decision and the effects of fluoride are a lot worse than what he was stating.

Spoke For Fluoridation

Dr. William Staten, lead dentist at the Palm Beach County Health Department in charge of dental matters, introduced himself. He summarized a policy statement that was provided to him by their director, Dr. Alina Alonso. He said she could not be there this evening, but she wanted him to express her strong commitment to community water fluoridation. He stated the policy statements says that the Department of Health is strongly committed to community water fluoridation. It speaks of fluoridation's long history that was officially endorsed by the State Board of Health in 1949 as a safe, effective and economical means of reducing tooth decay and it continues to protect approximately 14 million people in Florida today. He said it is doubtful that any other public health measure has undergone as much research, epidemiological study and intense public scrutiny than water fluoridation. He stated it was endorsed by a major health organization such as the CDC as safe and effected. He indicated the last statement in the policy says that along with the overwhelming majority of the world's health organizations and leaders within the scientific community, the Florida Department of Health firmly supports and continues to recommend community water fluoridation as the most economical and effective means to control the major public health problem of dental caries.

Dr. Staten explained the Health Department is striving to promote the health and wellbeing of all citizens in Palm Beach County. He said prevention is an important part of their strategy, including matters concerning oral health. He discussed how:

- It is important to educate individuals and parents that dental decay is a largely preventable disease, and that to be healthy and enjoy a quality of life means having a healthy mouth.
- Four important factors prevent and maintain a healthy mouth: 1) good oral hygiene; 2) proper nutrition; 3) from a public health aspect, access to fluoridated water; and 4) access to a dental home.
- Ingesting water at optimally fluoridated levels of 0.7 mg per liter supports strong teeth, both as they form and throughout life, by topical effect directly and in saliva.
- Good oral hygiene, brushing with a fluoridated toothpaste and flossing, add to that preventative measure.
- Proper nutrition reduces the amount of sugars in the diet that feed the bacteria that causes decay.
- Everyone needs a dental home for regular visits to check for problems and catch them ahead of time.
- Fluoride is most effective on the smooth surfaces of the teeth, and along with sealants, provides a one-two punch against decay in children.
- Decay rates will be greater and/or decay will be more severe if any one of the four factors is missing.
- Fluoride at optimal levels provided through a community water system should be considered a foundation for all preventive measures for oral health.
- Fluoride requires no effort, time or expense from the individual and it is effective for all people regardless of age, race and income level in reducing incidents and severity of decay.
- Fluoride reduces the expense of dental care over a lifetime, whether that be to the individual or a taxpayer.
- Decay is present in communities in Palm Beach County and in some populations at unacceptable levels, not that any level of decay should be considered acceptable.
- Recent observations from their mobile dental program showed that up to 60% of low income children have had decay by age 7, with an active decay rate of 35% to 37%.

Dr. Staten stated community water fluoridation lowers the baseline of decay in a community. He said it has been proven and reviewed numerous times to be safe and effective, and it is the most economical way to reduce the decay burden of a community and a foundation for prevention. He stated the Department of Health and Palm Beach County, otherwise known as the Palm Beach County Health Department, supports community water fluoridation.

Dr. Johnny Johnson, President of the American Fluoridation Society, introduced himself. He stated he has no disclosures to mention, as he was there on his own accord. He said he received no financial compensation. He indicated he also speaks in many areas of the State for the Florida Dental Association and coaches the Florida Action Team, plus he is in private practice as a pediatric dentist of 30 years.

Dr. Johnson stated water fluoridation was still necessary in this day and age. He said systematic reviews show that when fluoridation is started in an area, cavity rates drop almost 29%. He indicated current studies also show that when water fluoridation is stopped, the cavity rates begin to climb rapidly. He stated Calgary, Ontario stopped water fluoridation in 2011 and is currently seeing a huge increase in cavities. Unfortunately, Wellington is at that point and will start to see it as well.

Dr. Johnson explained how:

- Fluoridation works on top of the tooth and gets inside the tooth when fluoridated water is swallowed.
- Fluoride in the saliva bathes the teeth all day long to prevent adults and children from cavities.
- Dental fluorosis is a surface change in a tooth's appearance and 97% that is seen from fluoridated water is very mild or questionable.
- Severe fluorosis from fluoridated water does not occur in adults and only occurs under the age of eight years when children are developing their teeth.
- They do not debate fluoridation or any other scientific issue in a public forum, as expert panels meet and discuss it for many months to years.
- Fluoridation is safe for everyone to drink and absolutely has no adverse health effects to anyone.
- Fluoridation is effective in reducing over 25% of a person's cavities over their lifetime.
- Fluoridation benefits everyone in a community regardless of socioeconomic status, age, race, ethnicity, level of education, or access to dental care.
- One dollar invested in community water fluoridation typically returns \$38 to \$43 or more in reduced dental cost per person, per year.
- Expert committees and systematic reviews all agree the evidence does not support an association between community water fluoridation and any adverse health effect or systemic disorder.
- The Community Preventative Services Task Force was created in 1996 by Congress to independently study several community issues and to make recommendations to communities as a community guide. The group recommended water fluoridation on strong evidence of its effectiveness in reducing cavities across populations and this was reaffirmed in 2013.
- The Cochrane Oral Health Group agrees that water fluoridation works.
- The 2006 National Academies of the National Research Science Council studied the fluoride levels in the U.S. and concluded there were effects on teeth or severe fluorosis at 4 mg per liter. However, there were no muscle changes, cancer, IQ, thyroid problems, GI

issues, genotoxicity, or other health issues at 4 mg per liter, and Wellington fluoridates at 0.7 mg per liter or parts per million. At 2 mg per liter, the severe fluorosis goes away.

- The weighted evidence is that no respected organization opposes water fluoridation in the world, as everyone falls on the side that it is safe and effective.
- Some people are so opposed to water fluoridation because they truly believe it causes them harm, but all of the claims made by the opponents are false.
- In response to Dr. Paul Connett's claim of thyroid problems, a leading expert in the United States, Dr. Janet Silverstein, Pediatric Endocrinologist at the University of Florida, wrote a letter to the Brooksville City Council that stated "As a practicing endocrinologist, she was appalled at the claims that fluoridated drinking water causes clinically significant harm to the endocrine system. It does not."
- The World Health Organization data was manipulated and actually represents that, with fluoride toothpaste and rinses, cavities are going down in all countries and are reduced by another 25% if fluoridation is added.

Dr. Johnson asked Council to bring back water fluoridation to Wellington and make it a ten year commitment to save them the time, effort and cost of going through this again.

At this time, Mayor Gerwig indicated Council would receive comments from the public.

The following people spoke in support of adding Fluoride to the water:

1. Pamela Maldonado, 3608 Miramontes Circle, Wellington.
2. Dr. Frank Carbery, 3101 S. Ocean Blvd, Highland Beach.
3. Dr. Laurence Grayhills, 250 Professional Way, Wellington.
4. Dr. Allyn Segelman, 776 Windtree Way, Wellington.
5. Kerry Flynn, 6448 High Ridge Road, Wellington.
6. Philippe Bilger, 16351 115 Avenue, N., Jupiter.
7. Dr. Lawrence Bergman, 2165 Amesbury Circle, Wellington.
8. Dr. Michael Roseff, 9744 Woodworth Court, Wellington.
9. Bruce Tumin, 752 Lake Wellington Drive, Wellington.
10. Dr. Ken Pernezny, 753 Daffodil Drive, Wellington.
11. Dr. Tomer Haik, 3319 State Road 7, Wellington.
12. Dale Hesser, 1634 S. Club Drive, Wellington.
13. Veronica Atkinson, 13691 Ishnala Circle, Wellington.
14. Tony Fransetta, 8429 St. Johns Court, Wellington.
15. Catherine Cabanzon, 2021 Upland Road, West Palm Beach.
16. Michelle Ryan, 902 S.W. 27th Way, Boynton Beach.

The following comment cards which supported adding fluoride into the water were read into the read by Vice Mayor McGovern:

17. Therese Stewart, 15770 Rolling Meadows Circle, Wellington.
18. Robert Rotella, 11603 Manatee Bay Lane, Wellington.
19. Debbie Cyran, 1925 Tulip Lane, Wellington. (This card was not read into the record.)

The following people spoke against adding fluoride to the water:

1. Charlene Arcadipane, 15875 Rolling Meadows Circle, Wellington.
2. Cassandra Stryker, 12764 Meadow Breeze Drive, Wellington.

3. Naomi Flack, 2065 LaPorte Drive, Palm Beach Gardens.
4. Elaine McCoy, 12524 Shoreline Drive, #401, Wellington.
5. Steve Brandes, 8190 Nevis Place, Wellington.
6. John Shwiner, 13547 Brixham Street, Wellington.
7. Diane Rice, 14909 Horseshoe Trace, Wellington.
8. Lee Arcadipane, 15875 Rolling Meadows Circle, Wellington.
9. Elizabeth Moriaca, 12901 Buckland Street, Wellington.
10. Dr. Eric Cohen, 13627 Stamford Drive, Wellington.
11. Linda Elie, 2040 Galloway Trail, Wellington.
12. Kelly Thompson, 5264 Spruce View Lane, Michigan.
13. Michael Hernandez, 15540 Cedar Grove Lane, Wellington.
14. Lee Marlow, 1733 Farmington Circle, Wellington.
15. Terence Davis, 420 W. 31st Street, Riviera Beach.
16. Thomas Blake, 1165 Raintree Lane, Wellington. .

The following comment cards which were opposed to adding fluoride into the water were read into the record by Vice Mayor McGovern:

17. JoAnn Johnson, 14400 Paddock Drive, Wellington.
18. Robin Hummel-Johnson, 14595 Belmont Trace, Wellington. .
19. Deidre Newton, 12495 Quercus Lane, Wellington.
20. Janine Parrish, 12083 Sunset Point Circle, Wellington. (This card was not read into the record)
21. Steven Rosenblum, 12083 Sunset Point Circle, Wellington. (This card was not read into the record.)

Councilman Napoleone asked what quality controls were in place to ensure that the fluoride put into Wellington's water, if that was the decision, is not toxic or fertilizer runoff and why Wellington would not use medical grade. Mr. Riebe explained the chemical used, hydrofluorosilicic acid, is NSF 60 certified by Harcros. The acid used is locally produced in Florida, not China. The Village sends a sample of the delivered product to the lab to confirm it is compliant with the NSF 60 certification. He stated the Village will have upgraded, state-of-the-art fluoridation facilities if that is the direction from Council. He said the water is tested continuously. The system will automatically stop feeding if anything is not within range, and the system will shut down if they over fluoridate. So there are safeguards in place.

Mr. Riebe further explained the material is stored in a bulk tank and the amount to be used is pumped into a day tank, so it is impossible to discharge the bulk tank of 4,000 gallons into the water. Multiple redundancies in technologies are used to not exceed 0.7 mg per liter. A monthly operating report is submitted to the Palm Beach County Health Department, which includes daily reporting of Wellington fluoride levels. Testing at the plant and distribution system is done every day. He stated this was something they take very seriously. They are heavily regulated and all of their operators are licensed. He indicated he is a professional engineer, is certified in wastewater, and has been doing this for 29 years.

Vice Mayor McGovern asked about the frequency of testing. Mr. Riebe stated they test throughout the day and night, whenever they are producing water, and adjust accordingly. He said they use computerized and manual systems.

Mayor Gerwig asked about fluoride in breast milk. Dr. Bergman stated a very small amount of fluoride crosses into breast milk. He indicated the new recommendations are to introduce water at six months of age for babies that are exclusively breast fed, but it is their choice to use tap

water or bottled water. He understood the rules and regulations on tap water far exceeded what was applied to bottled water, and he felt much safer drinking tap water. He said it gets difficult for pediatricians to say whether or not to use a fluoride supplement, because of where people live and the type of water they drink. However, when people say they do not have a choice because their city fluorinates the water as a public health concern, they have a choice to drink bottled water that is not fluorinated. So by fluorinating, the Village does not eliminate that choice.

Vice Mayor McGovern asked Mr. Riebe about NSF 60. Mr. Riebe explained that NSF is the National Sanitation Foundation, an organization specifically setup as a third party or agency that has the technology and expertise to certify a particular chemical, product or material. He stated the agency validates whether or not a substance, chemical or product has a certain amount of fluoride, contaminants, etc., to meet the end use of that particular product. He said the National Sanitation Foundation has scientists, Ph.D.'s and folks who are trained in that kind of work.

Councilwoman Siskind asked Mr. Riebe if the 140 lb. person was an example or a standard. Mr. Riebe stated it was an example, but the key is 0.3 mcg per kilogram. If a person weighs 10 kilograms it would be 3 mcg per day, as it is all based on weight. He said smaller people take in less water and food.

Councilwoman Siskind thanked everyone for coming this evening to express their views on community water fluoridation. She stated there are a lot of strong beliefs about this issue on both sides. She said some feel that adding fluoride to the water is causing serious health issues, while others believe it is a safe and effective method of preventing dental decay and dental disease.

Councilwoman Siskind indicated someone said to look to their own family for examples, and she indicated she actually has her own personal story and history with fluoride. She stated her brother spent the first few years of his life in Germany, because her father was in the air force and stationed there, and there was no community water fluoridation. As a result, her brother had and still has terrible problems with his teeth. The dentists and doctors told her parents a lack of fluoride was the cause. She said knowing that this could have been prevented is very disturbing to her and very detrimental to her brother and his health. She stated this was a personal issue for her as it was for many of them.

Councilwoman Siskind stated Council has been inundated with information, numerous letters, personal meetings, and websites from both sides. She said that their decision was not predetermined or pre-decided. She said they are taking this very seriously and listening to what everybody has to say. She felt, whatever the outcome is, they are making an informed decision.

Councilwoman Siskind indicated what stands out for her in this debate is that the opposition to fluoride claims everything from lower IQs in children to cancer to a multitude of other health problems, and that somehow the government or the municipalities are getting rich from adding fluoride to the water. She thought that was too much of a kitchen sink theory, with no scientific evidence to back it up. On the other hand, the proponents of community water fluoridation make one basic claim that is backed by 70 years of credible scientific evidence, which is that having an optimal level of fluoride in the drinking water prevents dental cavities, and major, credible, reliable scientific groups, such as the AMA, ADA, CDC, WHO, all endorse community water fluoridation as safe and effective. She believed that by reinstating community water fluoridation in Wellington, the Council would be doing what they are charged to do, which is to protect all of the citizens of Wellington.

Councilman Napoleone thanked everyone and stated that he appreciated all of the information

they received from the residents by e-mail, in person, and at this meeting. He stated he read it all twice and even went to the links that the e-mails were referencing. He felt after studying this, he is still not a scientist, dentist, or chemist. However, he believes at the end of tonight, he and everyone else is prepared to make an informed decision on whether or not to reinstitute fluoride into their water.

Councilman Napoleone indicated this was a public health issue and not just a matter of personal choice. He stated Council was not charged with doing what is best for a few people, but charged with doing what is best for the majority of people.

Councilman Napoleone said tonight they heard from an even split of people in favor of and against water fluoridation. He stated with the exception of Dr. Cohen, every doctor, pediatrician, dentist and dental hygienist spoke in favor of community water fluoridation. He said of all the material he has read on what fluoride could possibly cause, not a single study was tied to fluoridation at the level of 0.7 mg per liter. He indicated the studies generally talked about fluoride at much higher levels where it is naturally occurring at 2 mg or 4 mg, something much higher than what Wellington would be doing.

Councilman Napoleone stated he did not have any prepared remarks, because he came in with an open mind to listen to everyone. But the greater weight of the credible medical science comes from the Centers of Disease Control, World Health Organization, U.S. Department of Health and Human Services, American Academy of Pediatrics, American Dental Association, etc., and there was no equally credible organization on the other side of the debate telling him they should not do it. Based upon the evidence and information he has read, he felt he had to do what is best for the majority of Wellington.

Councilman Napoleone mentioned people tell him the Council members are bought or corrupt, that they made a predetermined decision, or this is an orchestrated public forum, but that is not true. He said people were free to believe anything they want, but that is not how this Council or he operates. He stated he will make his vote when they get to it, but he felt he has enough information to make an informed decision for the best interest of Wellington.

Councilman Drahos admired the people who came out to speak, whether it was for or against fluoridation. He assured the people of Wellington that this Council went out of its way to conduct a fair forum to address this issue. He mentioned, as a trial lawyer for close to fifteen years, he has a keen sense of gamesmanship and a very low tolerance for it. He said when people come here and take the position that they were unaware or surprised by the fact that there would be an opportunity to speak tonight, he can tell them that it is not accurate. He indicated they announced to all that they would have an opportunity to come and speak. He stated from the very beginning, if more than one person needed more than three minutes, he would be willing to argue for why they needed more time. He mentioned at the last Council Meeting he stated publicly that he would meet with anybody who wanted to speak about this issue and he has done that. He not only met with people who are for fluoride, but he has met with high school students who are against it. He said it did not matter how old or young they were or what their qualifications were. As their elected official, he was going to make the time if they wanted to speak with him. He stated as recently as last night, his secretary was calling people who he thought might want to speak with him, to make sure no one could come in here and say Councilman Drahos did not give them a fair chance.

Councilman Drahos stated he was a newly elected official in Wellington. He said he campaigned for six months and knocked on countless doors, reassuring voters he would always do what he

felt was best for the people of Wellington if they voted for him. He indicated he heard mostly about the equestrian issues, but fluoride was second. He said he promised those people he would do everything in his power to bring this issue before the Council as soon as he could. He stated his promise to the people of Wellington in doing what he thinks is best for all of Wellington continues tonight with his vote in favor of fluoride.

Councilman Drahos explained why he was such an advocate for fluoridation. He stated it was not his job to be a scientist, doctor or dentist, and it was not his job to be their lawyer, although he is trained and experienced to do that. He said it was his job to speak for the people of Wellington and his approach to this job is to take in as much information as possible, be educated as well as possible on particular issues, and lean on the expertise of those he trusts as credible sources of information. From his perspective, rejecting the recommendations of the CDC, WHO, ADA, Surgeon General of the U.S., is not only irresponsible but reckless. If that was not compelling enough, every local dentist and pediatrician spoke in favor of fluoride tonight. He indicated his kids' doctor as well as their dentist are in favor of fluoride, and these are the people he entrusts with the health and safety of his own kids.

Councilman Drahos stated this very much reminded him of the vaccine debate. He remembers as new parents about nine years ago, they were visiting doctors and making decisions on whether or not to vaccinate their kids. He stated he got caught up in researching at the "University of Google" and started getting scared, as he would read about the various vaccines and the prevalence in causing autism. He said he took the time to meet with his kids' pediatrician and ask the doctor if he gave these same vaccinations to his own kids. He stated the doctor said that he would never recommend anything for his kids that he would not give his own. He allowed that doctor to vaccinate his kids, and he is thankful that he made that educated decision. He stated he was doing that tonight on behalf of all of Wellington when he votes for fluoride.

At this point, a motion was made by Vice Mayor McGovern, seconded by Councilman Napoleone, and passed (4-1), with Mayor Gerwig dissenting, to continue the meeting past 11:00 P.M.

Vice Mayor McGovern thought each of his colleagues thus far had eloquently stated why fluoride should be put back in the water in Wellington. He stated they heard from forty or so people who were almost evenly divided between pro and con, which tells them this is a difficult issue. He said each Council member has read and received many e-mails as well as an abundance of information. He believed they really listened and thought about this, as the tough decisions to protect the community at large, to protect the public health, and to protect those most at risk in their community fall to them.

Vice Mayor McGovern said the decision to readdress this issue and ultimately vote to put fluoride back in the water in Wellington is one that is backed by the best science they have today and that is all they can use. He stated the U.S. Surgeon General, Florida Surgeon General, Dr. Alonzo from the Palm Beach County Health Department, and the Department of Health and Human Services are saying, as recently as June 8, 2015 (their last publication on the subject), "water fluoridation is beneficial for reducing and controlling tooth decay and promoting oral health across the life span." He indicated in July/August 2015 the U.S. Public Health Service recommended fluoride. In addition, the report that lowered the fluoride level to 0.7 also went through all of the arguments against fluoride and still said none were backed by credible science as of today and that fluoride was the best way to prevent carries across the life span. He indicated the current Surgeon General, and almost all U. S. Surgeon Generals before, said this is the right thing to do and the thing that needs to be done. So he will vote to put fluoride back in the water.

Vice Mayor McGovern stated he has heard more about the fluoride issue from residents since the fluoride was taken out of the water. He thought it was the job of this Council to listen to their constituents. He said he also met with everyone who asked to meet with him. He stated in the end, when looking at all of the information before them, the decision has to be to protect the least among their residents and then protect all of their residents, and that is to put fluoride back in the water. He mentioned at 0.63 cents per resident, this is a good fiscal policy as well. He said for those reasons he will vote yes.

Mayor Gerwig stated she was very proud of this Council and this community. She thought they did an excellent job of having a difficult conversation. She said there was a lot of medical related information to go through. She was also proud of the staff and the Council for addressing the issue the way they have.

Mayor Gerwig indicated there was something different about the meeting when they took the fluoride out of the water. She said it was publicized as a discussion point. She stated no one thought they would make that kind of decision in one meeting without more public interaction. She said Dr. Johnson was there, but a lot of people were not interested in speaking publicly against fluoride. She said they wanted to have the debate through the internet.

Mayor Gerwig stated this Council was not arguing against anyone, as this was an argument of science. All of these trusted organizations and their own trusted medical professionals evaluated this information and came to the same conclusion. She agreed all kinds of things could be found on Google. She said the people who oppose this practice need to debate the American Medical Association, Centers for Disease Control, Surgeon General, Health and Human Services, American Dental Association, etc.

Mayor Gerwig explained her goal as mayor was to have this conversation publicly, have everyone at the table, and have everyone know what is going on. She said there will always be some who disagree with that, but that is okay. She stated it is about this community and doing what is best for all of them, which is why she was supporting this. She appreciated the conversation everyone has had, and thanked Council and staff for all of their work.

A motion was made Vice Mayor McGovern, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Resolution No. R2016-42 as presented.

B. 16-0246 VOTING DELEGATE FOR THE FLORIDA LEAGUE OF CITIES' 90TH ANNUAL CONFERENCE

Mr. Schofield introduced the item and asked for reaffirmation of his direction to designate Mayor Gerwig as the voting delegate at the League of Cities Annual Conference. Council confirmed that was their direction.

9. PUBLIC FORUM

1. Dr. Carmine Priore, 2572 Cooper Way, Wellington. Dr. Priore spoke in support of fluoridating Wellington's drinking water.

10. ATTORNEY'S REPORT

MR. DUNLAP: Mr. Dunlap presented the following report:

- Mr. Dunlap indicated two memos were sent out last week:
 - The Village received a Circuit Appellate Per Curiam, affirming the Special Magistrate's order against Palm Beach Polo on the "dog park case" on the illegal lot split, in the Village's favor.
 - The Village received the final judgement last Thursday in the "access case" for Palm Beach Polo. The Village previously received a summary judgement in favor of all of their arguments in this case. After receiving the summary judgement, Village counsel filed the 57.105 motion that had been served previously and are in the midst of setting the hearing for this motion.
- He mentioned Ms. Cohen was on vacation for the rest of this week and next week, so he would be available if there were any questions.

11. MANAGER'S REPORT

MR. SCHOFIELD: Mr. Schofield presented the following report:

- The next regular Council Meeting will be held on Tuesday, July 12th, at 7:00 p.m. in the Council Chambers.
- Village offices will be closed on Monday, July 4th, in observance of the holiday.
- He encouraged all residents to come out to their Fourth of July celebration, which begins at the pool from noon to 5:00 PM, followed by festivities at Village Park starting at 6:00 PM. The fireworks will begin at 9:15 PM.

12. COUNCIL REPORTS

COUNCILMAN NAPOLEONE: Councilman Napoleone presented the following report:

- He wished everyone a happy and safe 4th of July.

COUNCILMAN DRAHOS: Councilman Drahos presented the following report:

- He looked forward to seeing everyone at the July 4th celebration.

VICE MAYOR MCGOVERN: Vice Mayor McGovern presented the following report:

- He wished everyone a happy 4th of July. He hoped everyone would come out to the pool and Village Park for the Village's celebration.
- He wanted everyone to thank Awilda Rodriguez for her dedicated service to the Village. He believed the commendation given to her tonight was far less than what she really deserved for her 32 years of service.
- He commended Alex Wamsley, Trades Crew Chief, for being the Employee of the Month. Vice Mayor McGovern thanked Mr. Schofield for reinstating the process of regularly recognizing dedicated Wellington employees who are making a difference for the residents.
- He hoped each Council member would look at the issue of paid family leave for Village employees, as they enter into the budgeting process. He said he has asked staff to bring them recommendations and cost estimates. He thought paid family leave would be the right thing to do, if the Village wanted to be a forward thinking, progressive community. He believed it could be done efficiently and cost effectively.

COUNCILWOMAN SISKIND: Councilwoman Siskind presented the following report:

- She wished everyone a happy 4th of July.
- She stated she will just be getting back from the National Parent Teacher Association (PTA) Convention in Orlando, where she will be volunteering and hopefully bringing back some great information on advocacy for all children.

MAYOR GERWIG: Mayor Gerwig presented the following report:

- She thought the issue of family leave was something they should discuss as a Council. However, she did not think it was right for the Village at this time. She believed there was not a lot of opportunity in the job market right now and it would not be viewed well from the public. She said it used to be that working for a municipality or the government provided better benefits to make up for the lower pay. But in this economy, the Village already has some of the best paying jobs. She thought they needed to look at in an equitable way. She understands family leave is a significant issue, but she does not think the Village is at the point where they should incur that expense. She did appreciate it being brought forward, because that is what the Council members should do.
- She stated Awilda Rodriguez will be very well missed, as she was always here, the face of Wellington, and did her job unbelievably well. She said she worked with Awilda through some difficult and stressful times, and Awilda managed these issues with courage, strength, and professionalism.
- In reference to the Women of Wellington who had requested the Village light the clock tower in purple for Alzheimer's Awareness month, she thanked staff for working very hard on this. She thought it was very beautiful and stated she has gotten incredible feedback from the public about how much they appreciate it.
- She stated she had a nice vacation last week but understood there were some difficulties while she was gone. She said the community worked together to solve problems the best they could. She acknowledged they do not always agree, but there is no other place she would rather be.
- She mentioned she might not be able to attend the 4th of July celebration, as she has a family emergency out of town.

13. ADJOURNMENT

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

Approved:

Anne Gerwig, Mayor

Rachel R. Callovi, CMC, Village Clerk

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

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

**Tuesday, July 12, 2016
7:00 p.m.**

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, July 12, 2016, commencing at 7:00 p.m. at Wellington Village Hall, 12300 Forest Hill Boulevard, Wellington, FL 33414.

Council Members present: Anne Gerwig, Mayor; John T. McGovern, Vice Mayor; Michael Drahos, Councilman; Michael Napoleone, Councilman; and Tanya Siskind, Councilwoman.

Advisors to the Council: Paul Schofield, Manager; Laurie Cohen, Esq., Attorney; Jim Barnes, Assistant Manager; Tanya Quickel, Director of Administrative and Financial Services; and Rachel R. Callovi, Clerk.

1. **CALL TO ORDER** – Mayor Gerwig called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE** – Council led the Pledge of Allegiance.
3. **INVOCATION** – Geraldo Vieira, Minister, Pentecostals of the Palm Beaches, Wellington, delivered the invocation.

At this time, Mayor Gerwig stated that in light of the events that took place in Dallas, Council wanted to recognize their local law enforcement on behalf of the residents who love and appreciate the officers for what they do to protect them as well as to charge them with protecting the Village the best they can.

Mr. Schofield explained the Village contracts with the Palm Beach County Sheriff's Office. He said the officers were not perfect by any means, but they respond when help is needed. He acknowledged the divisions in this country that need to be resolved. He stated Wellington as a community believes in getting their officers out on the streets and talking to people. He thanked the local law enforcement for protecting Wellington.

At this point, Council shook the hands of the law enforcement officers in attendance. Council thanked and recognized the officers for what they do to keep their families and the Village safe. Council also encouraged the residents to interact with the local law enforcement and suggested the Village continue the Meet and Greets with the officers, so residents can get to know them better.

4. APPROVAL OF AGENDA

Mr. Schofield indicated staff recommended approval of the Agenda as amended:

Move Consent item 6C (Authorization to Award a Contract for the Blue Cypress Subdivision Improvements; and Approval of Resolution No. R2016-52 for a Budget Amendment to Allocate the Funds Required to Complete the Project) to the Regular Agenda as item 8C.

He informed them that Public Forum item 9A had been withdrawn.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0), to approve the Agenda as amended.

5. PRESENTATIONS AND PROCLAMATIONS

A. 16-0193 PRESENTATION TO COUNCIL BY CHIEF DEPUTY PROPERTY APPRAISER DOROTHY JACKS

Mr. Schofield introduced the item.

Ms. Dorothy Jacks, Chief Deputy Property Appraiser, introduced Dino Maniotis, their Tax Roll Coordinator who works with all of the municipalities and special taxing authorities throughout Palm Beach County. She stated the totals for the valuation change are provided year over year, but they wanted to explain in more detail how they get to those numbers. She indicated with the implementation of the 3% cap and the new 10% cap on non-homesteaded properties, the numbers are just arriving and the final taxable value number is a bit more complex than in the old days.

Ms. Jacks indicated Wellington has a market value of just over \$11 billion, which makes the Village the seventh highest valued municipality in the county, with a taxable value of \$7.4 billion. In parcel count, she said Wellington is also the seventh largest. She noted the Village has an overall tax increase of 8.26% over last year, which is excellent.

Ms. Jacks explained the process of getting from market value to taxable value. She stated all of the exemptions get the Village down to a taxable value of \$7.4 billion or 66% of its total market value. To compare, the taxable value has been as high as 85% in some cities such as Palm Beach Shores, which is a snowbird community with not many homestead exemptions. She said Wellington is in the range of larger, residentially based cities, but the agricultural exemption helps reduce the taxable value.

Ms. Jacks reviewed the projections for 2016. She stated with equestrian properties selling at record prices, Wellington's market value will continue to increase. She noted the land is classified as agricultural, but the structures are taxable. She indicated all residential property types were increasing in value and a general value increase of approximately 5% was anticipated. However, there are six months left in the year, which is plenty of time for the market to change, so this number could certainly increase.

Mayor Gerwig asked about the agricultural exemption, as it is a state mandate and not something the Village controls. Ms. Jacks explained it was something to think about when planning the future of the Village and how much land is available for agricultural use, because that is local. She said it is approved by the state and a great benefit to all of the farmers. She indicated the Village is very successful with a lot of great property value and the agriculture is also bringing value to the community.

Mayor Gerwig stated the Village looks at it the same way, as the agriculture brings value and is Wellington's identity. She said it also provides open space and benefits their recreation. She thought they should determine how much of a bump their real estate gets from that, if they are going to talk about how much it reduces their taxable value. She knows the Equestrian Preserve Committee has talked about doing an economic study.

Ms. Jacks thought there was value in looking at the concentric circles around the equestrian cores, because the values increase as the properties get closer to the cores. She said it showed a definite correlation between having the equestrian areas and the property values.

6. CONSENT AGENDA

- A. 15-1010 AUTHORIZATION TO AWARD A CONTRACT TO SCOTTY'S SPORT SHOP, INC. FOR THE PURCHASE AND DELIVERY OF SPORTS UNIFORMS
- B. 15-1015 AUTHORIZATION TO RENEW AN EXISTING CONTRACT WITH WESTERN COMMUNITIES TRANSPORTATION, INC. FOR SENIOR TRANSPORTATION PROGRAM SERVICES
- C. 16-0142 ~~AUTHORIZATION TO AWARD A CONTRACT FOR THE BLUE CYPRESS SUBDIVISION IMPROVEMENTS; AND APPROVAL OF RESOLUTION NO. R2016-52 FOR A BUDGET AMENDMENT TO ALLOCATE THE FUNDS REQUIRED TO COMPLETE THE PROJECT (MOVED TO REGULAR AGENDA AS ITEM 8C)~~
- D. 16-0258 AUTHORIZATION TO: 1) AWARD A SOLE SOURCE CONTRACT FOR THE PURCHASE AND DELIVERY OF A ROAD BASE RECONSTRUCTION SOLUTION FOR OUSLEY FARMS ROAD; AND 2) UTILIZE AN EXISTING ANNUAL ASPHALT MILLING AND RESURFACING CONTRACT TO FURNISH AND INSTALL ASPHALT SURFACE COURSE, IF REQUIRED

Mr. Schofield stated staff recommended adoption of the Consent Agenda as amended.

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

Mr. Schofield indicated no comment cards were received from the public on the Consent Agenda. There were no comment cards from the public to speak on non-agenda items.

7. PUBLIC HEARINGS

- A. 16-0276 ORDINANCE NO. 2016-06 (CORRECTION OF SCRIVENER'S ERROR IN SECTION 2-292 "REMOVAL OF BOARD AND COMMITTEE MEMBERS"):
AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, 2-292 ENTITLED "REMOVAL OF BOARD AND COMMITTEE MEMBERS" TO CLARIFY THE NUMBER OF UNEXCUSED ABSENCES THAT COULD RESULT IN REMOVAL AND TO CORRECT THE LAST SENTENCE OF SUBSECTION (A); PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. He stated this was the second reading and no changes had been made since the first reading. Ms. Callovi read the Ordinance by title.

Ms. Cohen indicated this Ordinance was to correct a scrivener's error. She stated they looked back at the minutes and the prior adoption of the Ordinance, and it was clear that the intention was for two absences as opposed to the inconsistent three.

Mayor Gerwig asked what brought this to their attention. Ms. Cohen thought the Clerk's office noticed the discrepancy, so they just wanted to correct it and clarify it.

Councilman Napoleone asked if any objections had been received since the first reading. Ms. Cohen indicated no objections had been received.

Public Hearing

A motion was made by Vice Mayor McGovern, seconded by Councilman Napoleone, and unanimously passed (5-0) to open the Public Hearing.

There being no public comments, a motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to close the Public Hearing.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Ordinance No. 2016-06 (Correction of Scrivener's Error in Section 2-292 "Removal of Board and Committee Members") on second reading as presented.

8. REGULAR AGENDA

- A. 16-0184** RESOLUTION NO. R2016-41 (APPROVING AND ADOPTING THE FY 2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND ADOPTING THE FY 2016/2017 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN; AUTHORIZING THE VILLAGE MANAGER TO FORWARD THE FY 2016/2017 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. He stated Mr. Barnes and Mr. De La Vega would present this item for staff. Ms. Callovi read the Resolution by title.

Mr. De La Vega indicated staff was recommending Council adopt the fiscal year 2016/2017 Annual Action Plan for the Community Development Block Grant (CDBG) program. He said they were seeking approximately \$245,000 in funds from CDBG to support the Housing Rehabilitation Loan Program, Senior Transportation and Rides Program, Youth Workforce Training Program, Empowering Champions Program, Youth Mentoring Program, and CDBG Planning Administration. He stated the Annual Action Plan needed to be approved so the Village could continue receiving the CDBG funds.

Councilman Drahos asked if the breakdown of funds mimicked what was done last year and if all of the funds were utilized. Mr. De La Vega indicated the programs were the same as last year and the Village was in the process of utilizing the funds. He stated the Housing Rehabilitation Loan Program was the largest portion and they hoped most if not all of the funds would be spent by the end of the year.

Councilman Drahos asked if the Senior Transportation and Rides Program was successful in Wellington. Mr. De La Vega indicated the transportation program services contract was approved on Consent today. He said they have seen a tremendous growth in the program, as the number of trips has increased by approximately 91% during the past two years. He stated they continue to fund part of the program through the CDBG funds.

Mr. De La Vega explained the Senior Transportation and Rides Program is designed for seniors age 62 and over. He stated they are eligible for one-way trips to destinations such as medical facilities, food markets, and religious institutions. He said the cost is \$20.00 total for a one way trip - \$16.00 is paid by the Village and \$4.00 is paid by the CDBG funds being discussed.

Mayor Gerwig understood it was for a short trip for any resident over 62 years of age who applied for it ahead of time. Mr. Barnes indicated they could take up to six trips per month, but there have been waivers in the past for emergency trips. He said some patrons have condensed their repetitive trips into one trip to reduce their usage in a particular month.

Vice Mayor McGovern asked how the allocation of \$244,509 is determined. Mr. Barnes stated the allocation is determined as an entitlement allocation from the U.S. Department of Housing and Urban Development. He said the Village qualifies for it when it reaches a population of 50,000 and everything is population based.

Vice Mayor McGovern asked how staff determined how much to allocate to each program. Mr. Barnes stated the Village has been an entitled community for several years now. He explained over time, through trial and error, they have balanced what is allowed to be spent, based on the federal guidelines, with Village needs. He said, in some cases, they reallocate and change the funding based on the actual success of the programs.

Mayor Gerwig asked if anyone with the Housing Rehabilitation Loan Program had sold their property and repaid the Village. Mr. Schofield stated this was the second year of the program and he was not aware of any of the houses being sold. He explained the loans have a five-year forgiveness period at 20% per year. If a loan recipient sells their home at any time in those first five years, they must refund the balance. So they would refund 40% of the loan at the end of three years and the complete loan would be forgiven at the end of five years.

Public Hearing

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to open the Public Hearing.

There being no public comments, a motion was made by Councilman Drahos, seconded by Councilman Napoleone, and unanimously passed (5-0) to close the Public Hearing.

A motion was made by Vice Mayor McGovern, seconded by Councilman Napoleone, and unanimously passed (5-0) to approve Resolution No. R2016-41 (Approving and Adopting the FY 2016/2017 Community Development Block Grant (CDBG) Annual Action Plan) as presented.

- B. 16-0272** RESOLUTIONS ADOPTING PRELIMINARY TRIM RATES FOR WELLINGTON, THE ACME IMPROVEMENT DISTRICT AND THE SADDLE TRAIL PARK SOUTH NEIGHBORHOOD IMPROVEMENT AREA AS FOLLOWS:
- A. RESOLUTION NO. R2016-48 (ADOPTING THE PRELIMINARY AD VALOREM MILLAGE RATE FOR WELLINGTON FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON):
A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF WELLINGTON ADOPTING THE PRELIMINARY AD VALOREM MILLAGE RATE FOR WELLINGTON FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES FOR THE VILLAGE'S FISCAL YEAR 2016-2017 BUDGET WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.
 - B. RESOLUTION NO. AC2016-49 (ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATE FOR ACME IMPROVEMENT DISTRICT FOR TRIM PURPOSES):
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE DISTRICT'S PRELIMINARY NON-AD VALOREM ASSESSMENT RATE FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES; AND PROVIDING AN EFFECTIVE DATE.
 - C. RESOLUTION NO. R2016-50 (ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATES FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES FOR TRIM PURPOSES):
A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF WELLINGTON ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATES FOR SOLID WASTE COLLECTION AND RECYCLING SERVICE FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.
 - D. RESOLUTION NO. R2016-51 (ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATES FOR THE SADDLE TRAIL PARK SOUTH NEIGHBORHOOD IMPROVEMENT AREA FOR TRIM PURPOSES):
A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF WELLINGTON ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATES FOR THE SADDLE TRAIL PARK SOUTH NEIGHBORHOOD IMPROVEMENT AREA FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the items. He stated these resolutions adopt the preliminary truth-in-

millage rates for Wellington, the Acme Improvement District, and the Saddle Trail Park South Neighborhood improvement areas. He said these resolutions do not set the tax rates but set the maximum. He explained truth-in-millage requires the Village tell its residents what the maximum tax rate could be. He indicated Council may set rates equal or lower than this at their budget hearings and final adoptions, but may not raise them from this point on.

Ms. Quickel presented the preliminary proposed fiscal year 2016/2017 budget of almost \$90 million, which is an increase of \$4.2 million or almost 5% from the current year's budget of \$85.5 million. She stated the operating budget includes governmental funds of \$52 million and enterprise funds of almost \$17 million. The capital budget includes the governmental capital projects of \$5.4 million and enterprise capital projects of \$4.6 million. She said transfers in debt service were slightly down to almost \$11 million and debt service was slightly up to \$1.3 million, because the Saddle Trail debt is included for the first time. She reminded everyone that the Saddle Trail debt is a pass-through, as the Village collects and then pays. She stated the overall proposed expenditure budget is for a total budget of \$89.6 million, which is \$4 million higher than the current budget of \$85.5 million.

Ms. Quickel stated the budget consists of several sections: the operating budget which has the general fund; three special revenue funds: Acme, Building Department, and Gas Tax Road Maintenance Operations; and debt service, which totals \$52 million and is up approximately \$2.5 million. She explained the increase is due to the new positions in building maintenance and the new community center as well as expanded positions for the extended hours for the five day work week. In addition, there is a 2% increase in the PBSO contract and two additional deputies, and the neighborhood parks are being moved from Acme into the general fund. She stated it has been discussed over the past few years that one of the steps with Acme is to either change the assessment rate, change the level of service, or move things back to the general fund.

She stated the total governmental enterprise operating budget included the proprietary or enterprise funds for water and wastewater, solid waste, the Professional Center, and debt service on the utility deposits. She indicated the main increase is in the water and wastewater fund, which is primarily due to increased major maintenance of infrastructure, new positions, and replacement of the Peaceful Waters boardwalk.

She stated this was the overview of the total budget at \$90 million. She said it was based on the Village's five strategic fundamentals: Neighborhood Renaissance, Economic Development, Protecting Our Investment, Responsive Government, and Respecting the Environment.

Ms. Quickel indicated the rates proposed in the budget are either the same or slightly decreased: ad valorem millage is down 1/10 of a mill to 2.44 mills from the current 2.45 mills; Acme assessment is the same at \$230; Solid Waste assessment includes a \$5.00 decrease in both curbside and containerized, going from \$140 to \$135 and \$105 to \$100; and utility rates are unchanged.

Ms. Quickel showed Council a history of the rates and budgets. She stated the last column shows that 2017 is preliminary and includes the taxable value in billions. She said the other information includes millage rates, historical Acme assessment rates, water utility rates, solid waste and total budget. She explained the total budget can vary greatly from year to year and usually depends on the amount of capital in the budget.

She stated the proposed millage rate of 2.44 mills would bring in approximately \$17.37 million. She said a homesteaded property with a \$300,000 value would have an increase of approximately

\$2.00, because of the average increase in assessed value. For a non-homesteaded property at the same value of \$300,000, there would be an increase of approximately \$58.00. She also showed Council the other millage rates that were calculated, such as the roll back rate, majority maximum, 2/3 vote maximum, and prior year rate.

Ms. Quickel indicated Council was considering the preliminary trim rates tonight. She showed them the final adopted rates for the past several years and noted this one would be lower. She stated Council could decrease the millage rate that is approved tonight, but they could not increase it.

She explained the overview of the tax roll analysis shows a large majority of Wellington's properties by use: residential at 73%; multifamily at 16%; commercial, vacant and other at 7%; and equestrian at 4%.

Ms. Quickel stated their governmental revenues were projected to be \$51.5 million, which is up slightly by \$4 million from the current year. She indicated the two areas with the largest increases were the ad valorem taxes, which are based on the higher values at almost 8% and bring in an estimated additional \$1.2 million, and the intergovernmental revenues, half-cent sales tax, state revenue sharing, gas taxes and CDBG, which are up by almost \$1 million. She said these revenues were based on the economic trends. She noted a slight increase in permit fees and special assessments. She explained the Saddle Trail debt was also included, but it is a pass-through based on the assessment and what the Village pays for the debt.

She reviewed their enterprise revenue budget which included the enterprise funds for water and wastewater, solid waste, Lake Wellington Professional Center and debt service. She said this revenue was very stable, with a slight increase of \$125,000, and stands at \$23.5 million.

Ms. Quickel went over the budget changes included in the proposed budget. She stated a significant decrease was in Information Technology, as they had reduced software licenses and lower capital outlay for server replacements. She said there was a slight decrease in Administration and Financial Services. In addition, they had no election and a position was moved back to Community Services.

She stated the departments with increases included:

- Risk Management - higher insurance from an appraisal done last year on all Village property for property and casualty.
- Solid waste - budget is up 1.5% per the contract and replacement of radios from analog to digital.
- Building Department - slight increases for increased outside services and expanded hours going to the five day work week.
- Planning & Zoning - increases for added funding for housing studies and the department has been restructured.
- Debt Service – engineering services for Saddle Trail, re-classed positions in Utilities, and traffic counters for traffic studies.
- Neighborhood Services and CDBG - reassigned a position from Finance and increased neighborhood enhancement funding grants by \$110,000.
- Professional Centre - budgeted for a new roof replacement of approximately \$195,000.
- Capital projects - increased for water and wastewater projects.
- Parks & Recreation - additional programming and positions for the new Community Center.

- Public Safety - the 2% contract increase and two new deputies.
- Public Works and ACME - added building maintenance positions, increased road overlay program, replacing vehicles and replacing street sweeper.
- Water and Wastewater - added director position and staffing for the expanded hours of the five day work week; increased major maintenance for router replacements, meter replacements and replacement of the Peaceful Waters boardwalk.

Mr. Schofield indicated Peaceful Waters comes out of Utilities, because it is how they replace some of the treatment ponds. He stated it was fairly innovative and experimental. He said most utilities have large ponds with berms around them that are relatively unattractive. He explained they created the wetland area to be a functional part of the utility plan, and it works very well. Mayor Gerwig stated she just wanted to point it out, because she thought some people might think it was part of Parks & Recreation.

Ms. Quickel stated the proposed department budgets were grouped and were not listed by each individual department. She said the total proposed for FY 2017 was compared to the current 2016 budget, and included the overall increases and decreases for each department just discussed as well as the staffing for each department.

She indicated the Village currently has 302 full-time permanent positions and 315 full-time positions are being proposed in this budget. She stated the additional 13 positions are for building maintenance, the extended operating hours, and the anticipated increased programming for the new Community Center. In addition, there are 90,180 part-time hours. She said 4% raises have been included, with 2% being based on the consumer price index and 2% to be distributed based on merit. She stated the personnel section also includes a 5% increase in medical insurance that will be worked on and brought back later in the year.

Ms. Quickel stated the capital plan has \$5.4 million in governmental capital projects and includes the following:

- 2014 Acme Renewal and Replacement Program - the \$30 that was added brings in an additional \$740,000, this will be the third year.
- Communications and Technology Investment - appears both in Governmental Projects and in Water and Wastewater. Replacement of the Environmental Resource Program, the ERP software, is a significant investment and a three to five year project. Cabling, wireless communications, and the usual related technology have been included.
- Village-owned Facility Improvements - \$350,000 was added for maintenance of Village municipal buildings and improvements to the Greenbriar complex buildings.
- Neighborhood Parks Program - \$220,000 for the Village's 25 neighborhood parks to keep them safe and provide the necessary upgrades; \$120,000 has been included for Scott's Place for shade and lighting improvements.
- Neighborhood Trails Program - \$300,000 has been budgeted.
- Parks Capital Improvements - \$200,000 has been budgeted.
- Public Works Facility Improvements - \$750,000 for a new covered equipment storage facility and filling of a retention pond.
- Road & Pathway Circulation Expansion area - \$500,000 which may be used for grant matching funds as well.
- Safe Neighborhood Improvements – to complete Hawthorne Park and install defensive measures elements in the parks.
- Surface Water Management System Improvements - \$800,000 for replacement for two

Variable Frequency Drive pumps and trash rakes at pump station 5. Application for a grant is in process.

- Turn Lanes & Traffic Engineering - \$1 million for turn lanes and traffic engineering, construction of added turn lanes at Big Blue and Barberry, Big Blue and Wiltshire, and an extended turn lane at Pierson and South Shore.

Ms. Quickel also reviewed the Water and Wastewater projects, which total \$4.6 million. She stated the biggest project was continuing the Water Distribution and Transmission Improvements, which includes replacing the Village's 40 year old pipes in various areas. She said they have replacement assets of almost \$1.4 million and new assets of almost \$600,000.

She showed Council the Big Blue and Wiltshire turn lane, the Big Blue and Barberry turn lane, and the South Shore and Pierson turn lane extension. Mr. Schofield indicated these projects also include elevating the roadways to solve the drainage problems seen in e-mails and identified during Tropical Storm Isaac. Ms. Quickel stated some of this was allocated through Acme for drainage. Mr. Schofield noted they were looking at the combined budget. Ms. Quickel said the full budget will show the allocation to Acme and to the General Fund.

Ms. Quickel reviewed the budget schedule. She indicated the updated State revenue estimates will be received this week and will be incorporated into the budget going forward. She said the on-line budget challenge is ongoing through the middle of August and revised Enterprise budgeted option will be presented at the August Council Meeting, which will be the next presentation.

She showed Council a sample tax bill. She noted all of the millage rates shown were from the prior year, not future year, except for Wellington, Acme and Fire Rescue. She said they do not know what the rates will be from the other taxing authorities. She stated this will be updated once that information is received, as everyone was going through the same process as the Village right now. She indicated the \$2.00 increase for a homesteaded property is in the change column and the \$5.00 decrease is in the non-ad valorem section.

Mayor Gerwig stated this budget presentation has been given to each Council member individually, it has been given to them now as an organization, and it will now be on-line. She said this was the starting point and not the final budget, so they can have the conversation about where the residents think they are spending too much or not enough. She thought the Budget Challenge was going well, as they were getting some engagement. She mentioned the Budget Challenge was available on the home page of Wellington's website.

Vice Mayor McGovern thought there was an allocation for the half-cent sales tax in the governmental revenue budget that has not yet been approved. Ms. Quickel stated that was the current sales tax. She said they have not included anything for the proposed one cent sales tax. However, if it were to pass, it would not become effective until January 1, 2017 and the distributions would not be until much later. Mr. Schofield explained the collections were done twice a year, so the Village would not see anything until after October. He stated they will only budget a partial year of collections next year, if it passes. Mayor Gerwig noted the public will get to weigh-in on that sales tax on August 30th.

Councilman Napoleone asked if the proposed millage rate of 2.44, if adopted, would reflect the Village's lowest adopted millage rate since 2009. Ms. Quickel stated that was correct. Mr. Schofield indicated, looking at the budget years from 2008 on even when the millage rate was increased, the increased millage rates were based on property values generating less revenue.

He said this proposed rate decreases the millage rate but increases revenue.

Mayor Gerwig thought this was a very responsible budget and a definite starting point for them to receive public input on each item. Ms. Quickel indicated it will be presented in some fashion at almost every meeting until the end of September.

Mayor Gerwig asked about enterprise funds, as she understood money collected for a certain fund had to be spent on something allocated to that fund. Ms. Quickel explained it was like the Water and Wastewater, as it was all just for the water and wastewater fund. She stated it was also like the Solid Waste collection, which is for trash pickup and totally dedicated to that fund. She said it was the same for the Wellington Professional Centre, as it is self-funded.

Mayor Gerwig asked if Tennis was an enterprise fund. Ms. Quickel stated tennis was part of Parks & Recreation and in the general fund, which is the same for aquatics and many of their other programs.

Mr. Schofield indicated \$17 million of the total budget of \$89 million was from ad valorem taxes, and the biggest piece is state revenue sharing. But the money that comes out of Utilities gets spent on utilities and the money brought into the Building Department generally stays in the Building Department. He said the enterprise funds do not mix with the general funds. Ms. Quickel noted the Utility fund has generated almost \$19 million in revenues.

At this point, Mr. Schofield indicated no public cards were received.

Ms. Callovi read each Resolution by title.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Resolution No. R2016-48 (Adopting the Preliminary Ad Valorem Millage Rate for Wellington for Truth-In-Millage ("Trim") Purposes Within the Jurisdictional Boundaries of Wellington) as presented.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Resolution No. AC2016-49 (Adopting the Preliminary Non-Ad Valorem Assessment Rate for Acme Improvement District for Trim Purposes) as presented.

A motion was made by Vice Mayor McGovern, seconded by Councilwoman Siskind, and unanimously passed (5-0) to approve Resolution No. R2016-50 (Adopting the Preliminary Non-Ad Valorem Assessment Rates for Solid Waste Collection and Recycling Services for Trim Purposes) as presented.

A motion was made by Councilwoman Siskind, seconded by Councilman Napoleone, and unanimously passed (5-0) to approve Resolution No. R2016-51 (Adopting the Preliminary Non-Ad Valorem Assessment Rates for the Saddle Trail Park South Neighborhood Improvement Area for Trim Purposes) as presented.

C. 16-0142 AUTHORIZATION TO AWARD A CONTRACT FOR THE BLUE CYPRESS SUBDIVISION IMPROVEMENTS; AND APPROVAL OF RESOLUTION NO. R2016-52 FOR A BUDGET AMENDMENT TO ALLOCATE THE FUNDS REQUIRED TO COMPLETE THE PROJECT

Mr. Schofield introduced the item. He indicated he, Mr. Barnes and Mr. Riebe spent a great deal of time going over potential ways to reduce the cost of this project. He asked Council for authorization to move the funds into the capital account and to negotiate the price, because he does not have the ability to negotiate if it is authorization to award. He stated the bond amount is \$167,000 and the bid is \$318,000, and the project needs to come much closer to the original amount of funding.

Mayor Gerwig asked how staff was going to get the price down. Mr. Schofield stated they looked at other options, as the Village only received one bid for the project. He indicated they have annual contracts that can do most of the work. He stated after looking at the pricing of the annual contracts on paving and the water and sewer work, and if some things are done internally, staff believes the price of this project can be much closer to \$200,000. However, they would like the ability to negotiate. He said his preference was to have the contractor do it, but they need a better price.

Vice Mayor McGovern stated they wanted to get this project done at the best price. He said they were talking about a bond of \$167,044.29 and a bid of \$318,903.50, but there was some discussion yesterday about money being left on the bond. Mr. Schofield stated there was about \$74,000 left on the bond that is available and his intention would be to draw that bond amount to cover this project. He wanted to ensure that no public funds were required to do this project, which is why he was asking for the authority to negotiate.

Vice Mayor McGovern agreed they did not want public funds allocated for a private road. He asked if the Village had taken the remainder of the bond or if they could do so at this point in time. Mr. Schofield stated he and Ms. Cohen looked at the bond and the Village has the ability to pull it, but they have not done so yet. Ms. Cohen explained it was a letter of credit. She said under their code, the entire amount of the security is available to them in order to ensure the construction of the improvements. She stated the Village can request the remainder of that letter of credit if they need to. Mr. Schofield indicated it would be a simple request from the Village notifying the bank they are withdrawing that amount.

Vice Mayor McGovern understood the entire amount of the security is \$254,900.50. Mr. Schofield indicated it was staff's intention to bring the project in much closer to \$200,000.

Mayor Gerwig asked if they would be using their annual contracts to do this, instead of awarding this contract. Mr. Schofield indicated staff would be looking to use their existing annual contracts to do most of the work, plus some internal work. He said it will require some coordination internally, but for \$100,000 he believed it was worth it.

Vice Mayor McGovern asked how much of the funds they were planning on moving. Mr. Schofield said he would like to move the total amount of the bond, \$254,900.50, in case they have to draw it. Vice Mayor McGovern clarified it was not the \$344,000 they discussed yesterday. Mr. Schofield stated that was correct.

Mayor Gerwig understood staff would come back to Council if they could not get the project under budget. Mr. Schofield said that was correct.

Mayor Gerwig thought this was a small project to mobilize, which is why they may not have received very many bids. Mr. Schofield agreed. He said the completion date for this project has always been no later than October 31st and they are committed to making that deadline.

Vice Mayor McGovern asked for the amount of the initial bond. Mr. Schofield stated the initial bond to cover this part of the project was \$167,000. He said it was based on a cost estimate that was done in 2013 when contractors were looking for work. He noted contractor prices are increasing.

Vice Mayor McGovern asked why staff pulled the bond last year for \$167,044.29 instead of \$254,950. Mr. Schofield stated they pulled it based on the engineer's certified cost estimate, which is what the Village gets for all projects that are bonded.

Vice Mayor McGovern asked if they bid the contract after the bond was pulled. Mr. Schofield explained staff pulled the bond to make sure it stayed, and the contract was bid at some point after that. At that time, staff thought the cost estimate, if not completely accurate, was at least much closer than it is today.

Ms. Cohen pointed out the amount of the letter of credit was originally \$931,097.50, but it covered much more development work than is at issue with respect to construction of the road. She stated it was reduced based on the projected cost of the completion of the road.

Mr. Schofield indicated the engineers submit a monthly construction and value request for every project that goes under construction. He stated the bonds are generally done in line with the cost estimates that are provided by the engineers. But as the work is done and certified complete, the bonds are reduced by 90% of that amount.

Vice Mayor McGovern understood the original bond was in amount of \$931,097.50 for a number of projects and, as those projects have been done, the bond has been drawn down. He said all that remains is \$254,900.50. Mayor Gerwig asked if they could capture that amount with another portion of the project. Mr. Schofield stated they could, based on their ordinance and letter of credit.

Vice Mayor McGovern asked what other work remains to be done. Mr. Schofield stated this was it, and then the project will be complete.

Vice Mayor McGovern asked when the Village last used a portion of the bond. Ms. Cohen stated that was in conjunction with Amendment 8 to the letter of credit, which was approximately September of 2015.

Vice Mayor McGovern asked if the Village had released money back after they had pulled the bond. Ms. Cohen stated they did not, as that was prior to pulling the bond. She said the Village notified the contractor in October and again in December that they needed to construct the road and that they had a deadline. When the contractor did not meet that deadline, the Village called the bond in January of 2016.

Mr. Schofield explained he was requesting a motion to move \$254,900.50 into the capital account and for authority to negotiate a better price. If not, staff will look at doing it internally, but their intention is to bring it in under the available bond amount.

Councilman Drahos thought that was a significantly different scenario than what they were faced with yesterday, which is why he thinks they pulled this item from Consent. Councilman Napoleone thought it was a much better scenario than what they had yesterday.

Vice Mayor McGovern asked if they needed to discuss the timeframe for negotiations in order for the project to be completed by the deadline. Mr. Schofield stated the deadline for completion is October 31, 2017, and that will not change. Vice Mayor McGovern understood staff was seeking the authority to negotiate, so the deadline for completion could still be met. Mr. Schofield stated that was correct.

A motion was made by Councilman Napoleone to authorize the Manager to transfer the remaining bond funds into the capital account and negotiate to reduce the price of the Blue Cypress subdivision improvements while still meeting the October 31, 2017 completion deadline.

Vice Mayor McGovern asked if they needed a timeframe regarding the negotiation window. Mr. Schofield stated the negotiations would have to be completed by the end of this month in order to start the project in early August and finish it on time.

Mayor Gerwig thought they really needed to move on this. She said if this motion is seconded and passed, staff will have the authority to do that.

The motion was seconded by Councilwoman Siskind, voted on, and unanimously passed (5-0).

9. PUBLIC FORUM

A. 16-0281 PALM BEACH POLO PRESENTATION

Mr. Schofield indicated this item was withdrawn.

He also indicated that no comment cards were received from the public.

10. ATTORNEY'S REPORT

Ms. Cohen presented the following report:

- She thanked Assistant Village Attorney, Aaron Dunlap, and her paralegal, Maria Pisz, for covering for her and doing a great job in her absence.

11. MANAGER'S REPORT

Mr. Schofield presented the following report:

- The next regular Council Meeting will be held on Tuesday, August 9th, at 7:00 p.m. in the Council Chambers.
- He mentioned he will be on vacation for the next two weeks.
- He announced that the water disinfection process has changed from the combined chlorine treatment to a temporary free chlorine treatment effective Monday, July 11th to Monday, July 25th. Periodic use of this temporary treatment process is recommended by the Palm Beach County Health Department as a precautionary measure to ensure the water remains free of bacteria. Customers served by Wellington's water treatment plant may notice a slight chlorine taste and odor in the drinking water during this period. These temporary conditions will not cause adverse health effects.
- The Village of Wellington encourages everyone to come out to the Grand Opening of the

Wellington Community Center on Saturday, August 6th. The Ribbon Cutting Ceremony is scheduled for 9:00 AM. There will be an open house with tours of the building until noon and activities throughout the day.

Mayor Gerwig asked if they will have the CO for the Community Center before the Grand Opening. Mr. Schofield stated that were looking to get the TCO at the end of this week, as they are starting to move into the building. He said the Community Center will be in use before August 6th, because they need to make sure it was ready for the festivities.

12. COUNCIL REPORTS

COUNCILWOMAN SISKIND:

Councilwoman Siskind presented the following report:

- She will not be able to attend the Grand Opening for the Community Center, as she will be traveling.
- She just returned from the Parent Teacher Association (PTA) Convention where she heard U.S. Secretary of Education, Dr. John King, speak. She learned a lot and hoped to implement some of it into the community for their students.

VICE MAYOR MCGOVERN:

Vice Mayor McGovern presented the following report:

- He commended staff for bringing back the Employee of the Month Recognition Program. He said this month they recognized Marisol Pearson, a financial analyst, in the Finance Department. He hoped staff would continue recognizing both longstanding and new employees. He congratulated Ms. Pearson and thanked her for her service.
- He also thanked staff and all Village residents who came out to the 4th of July celebration at Village Park. He said it was another tremendous celebration, as they had reached capacity long before the fireworks.
- He thanked Mayor Gerwig and Mr. Schofield for their work with Fire Rescue and helping Station 25 relocate to Village Hall for a period of time. He thought that said a lot about their ability to act quickly and find a solution. Mr. Schofield explained some work was being done to Station 25 on Wellington Trace and the paramedics needed a place to stay that was close to their service area. He said they would be here through the end of the month.
- Regarding the issue of sober homes, he indicated Congresswoman Lois Frankel and Congressman Ted Deutch have reached some significant bipartisan legislation that will go forward in Washington to continue the work on resolving this issue through the Housing of Urban Development and through legislation. He said although it has not yet been voted on, they will continue to work on it. He thought Congresswoman Frankel and Congressman Deutch deserved credit and the Village's continued support to get a workable resolution to this problem, both for the municipalities and communities as well as the people who utilize these facilities.
- He stated at the last meeting he asked the Council members to talk to staff and start looking at the issue of incorporating family leave into the upcoming budget. He thought, as Mayor Gerwig said yesterday in Agenda Review, they should do what they can to have the best workforce for Wellington. He believed the Village could provide paid family leave to their employees within a framework, not to first day employees but to perhaps longtime employees, and do it economically.
- He also mentioned the Grand Opening of the Community Center on August 6th. He hoped all Village residents would attend the celebration between 9:00 AM and noon. Mr.

Schofield indicated there will be all types of activities, tours and refreshments. Mr. Barnes stated it will be a traditional ribbon cutting ceremony. He said Mr. DeLaney has plans to set up the ballrooms as they would be for major events. Several of the independent contractors will also be there to provide information on their classes and programs to the residents.

- He stated the Community Services Summer Block Party will be held on Saturday, August 6th, from 5:00 PM to 8:00 PM at Tiger Shark Cove Park. He hoped the residents would attend this great event as well.

COUNCILMAN DRAHOS:

Councilman Drahos presented the following report:

- He thanked staff for the excellent work in preparing for the 4th of July celebration. He said they had a great turn out and the fireworks were great. He thought they safely shuttled everyone in and out, as he did not hear of any issues. He believed that was a testament to the hard work, planning and execution by staff.
- He was looking forward to the Grand Opening of the Community Center, although he will be presiding over a wedding at his house that same day. He said it was going to be a busy day for him, but he planned to attend the Grand Opening for a short while.

COUNCILMAN NAPOLEONE:

Councilman Napoleone presented the following report:

- He echoed everyone's previous comments and thanked staff as well for their hard work in coordinating all of the events.
- He stated the Wellington Community Service Department is holding a back-to-school supply drive through the end of the month and supplies can be dropped off at Village Hall and Village Park, as well as few other places as listed on the Village website. He thought it was a great way to give back and make a difference in the learning experience of a child. He encouraged everyone to buy some school supplies and drop them off at one of the locations.
- He wished everyone a great summer.

MAYOR GERWIG:

Mayor Gerwig presented the following report:

- She indicated the organizations that dropped off a significant amount of school supplies will receive a letter of thanks from the Village. She said the Village will recognize anyone who wants to be acknowledged for dropping off supplies, because there is a significant need in some of their schools. She noted any extra supplies will be shared with neighboring communities.
- She said she was sorry for missing the 4th of July celebration, but she was out of town because her mother-in-law passed away on June 30th.
- She announced Putting for Patients will be held on September 17th at 11:00 AM, at the mini golf in western Lake Worth on Military Trail, to benefit the Leukemia & Lymphoma Society. She stated their friend, Jayden Brodie, was hosting the mini golf tournament. Mayor Gerwig said she was trying to put a group together and hoped the Council members could attend.
- She stated she is assigned to represent Wellington at the meetings of the Metropolitan Planning Organization (MPO) and Councilman Napoleone is the alternate. She said that information needs to be provided to the MPO, because they still have her listed as an alternate and do not have Councilman Napoleone listed. Mr. Schofield stated he would make that change the next day.

- She stated she and Mr. Schofield had a good meeting with Dr. Avossa. She indicated he will come and present to Council on what the district is doing and how it will affect them locally. She said he wanted to stay engaged with this community specifically, because of the Village's interest and commitment to education. She stated he left the door open and thanked the Village for its commitment to public education, the Keely Spinelli grant, and its other contributions. Mayor Gerwig stated they were very impressed with what he is doing. She told him their door was always open if he wanted to come and present anything to them. She also told him that the PTA representative for Palm Beach County was on their Council. She thought it was good to touch base with local leaders.
- She stated some e-mail complaints were coming in about the Dog Park. Mr. Schofield said park staff looked for the issue, but they had not seen it happen yet. He said Village personnel were not necessarily in uniform or in Village vehicles these days. Mayor Gerwig stated the residents were asking for an emergency number to call if there is an incident. She said they were saying certain aggressive dogs were being banned from neighboring community parks and coming here because the Village was not regulating them. Mr. Schofield stated they have not been able to confirm that anyone is banning dogs from their parks. Mayor Gerwig stated she would like support from the Council to have a community meeting regarding the Dog Park, because so many people are engaged and are voicing different ways to handle it. She thought if the residents had public comment time to come out and have their say, it would be of benefit. Council thought that was a good idea. Mr. Schofield suggested they hold it later in the day at the Dog Park or in the gym. Mayor Gerwig recommended someplace closer to the Dog Park or doing it in the pavilion. She also mentioned doing it at Village Hall, so it is recorded. She asked staff to work it out.
- She said she heard from the residents how much they enjoyed the 4th of July celebration, even though she could not be there. She stated the fireworks done by the Village are controlled and people are on site if something goes wrong. But when people set off fireworks in neighborhoods, it is stressful to animals, to adults who have served in wars, and to horses specifically. She stated the Village posts signs against fireworks, but several people have contacted her saying that it is still being done. She understands that people like to shoot fireworks, but it is not very responsible when they do it on their own without proper safeguards and without regard for their neighbors. She suggested the Village make some public service announcements before New Year's and before Independence Day next year, to make people aware of the stress caused by fireworks.

13. ADJOURNMENT

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

Approved:

Anne Gerwig, Mayor

Rachel Callovi, CMC, Village Clerk



Legislation Text

File #: 15-1011, **Version:** 1

ITEM: AUTHORIZATION TO ENTER INTO A SOLE SOURCE AGREEMENT FOR THE PURCHASE, DELIVERY AND SERVICE OF FLYGT PUMPS

REQUEST: Authorization to enter into a sole source agreement with Xylem Water Solutions USA, Inc. (formerly ITT Water and Wastewater USA Inc.) for the purchase, delivery and service of Flygt pumps in the amount of approximately \$200,000.

EXPLANATION: On July 8, 2014, Council awarded a sole source contract to Xylem Water Solutions USA, Inc. for the purchase, delivery and service of Flygt pumps.

The Utility Department owns and operates 104 sewage pump stations that are standardized to a single manufacturer - Flygt. Standardization with Flygt has resulted in: 1) excellent service reliability; 2) long service life; 3) reduced maintenance cost; and 4) simplified parts inventory and repair. Currently, Flygt pumps are the only sewage pumps approved as part of Wellington's Utility Construction Standards and Specifications Manual (Exhibit A). The Utilities Department has tested other pumps over the past few years, without the same success as with Flygt pumps.

Xylem Water Solutions USA, Inc. owns the Flygt Corporation and is the only authorized vendor for Flygt products, including Original Equipment Manufacturer (OEM) parts. Xylem is also the only authorized repair and warranty provider in the State of Florida.

Orange County recently awarded a sole source contract to Xylem Water Solutions USA, for the purchase, delivery and service of Flygt Pumps, effective through July 12, 2019. The contract includes a five (5) percent discount, as a result of quantities purchased. In order to minimize the costs associated with a sole source purchase, staff recommends utilizing the same Orange county contract as a basis for pricing. No local vendors provide these products and services.

Staff requests authorization to enter into a contract with Xylem Water Solutions, USA, for one additional year, from date of award, utilizing an Orange County contract as a basis for pricing for the sole source purchase, delivery and service of Flygt pumps in the amount of approximately \$200,000 annually.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

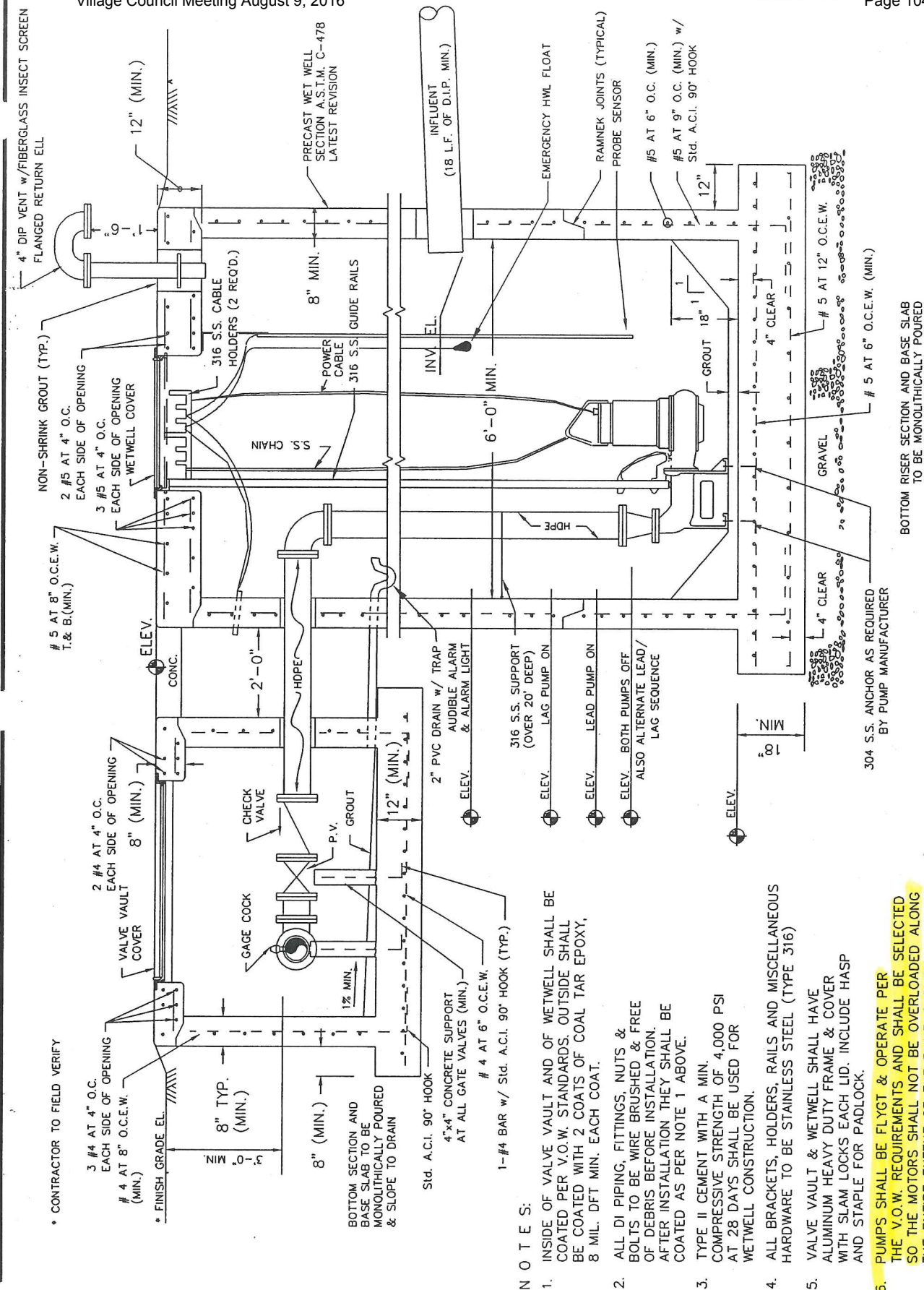
LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the Utility Capital Improvement budget to cover these expenditures.

WELLINGTON FUNDAMENTAL: Protecting Our Investment

File #: 15-1011, Version: 1

RECOMMENDATION: Authorization to enter into a sole source agreement with Xylem Water Solutions USA, Inc. (formerly ITT Water and Wastewater USA Inc.) for the purchase, delivery and service of Flygt pumps in the amount of approximately \$200,000.



10. ALL PIPING FROM CHECK VALVES IN VALVE VAULT TO PUMP SUPPORT SHOE IS TO BE HDPE SDR11.

9. WET WELLS SHALL BE FITTED WITH A PERMANENTLY INSTALLED FALL THROUGH PREVENTION NET SYSTEM THAT IS EASILY RETRACTABLE FOR ACCESS TO THE OPENING BELOW. THIS SYSTEM SHALL BE A HATCH SAFETY NET OR APPROVED EQUAL.

V.O.W. CONSTRUCTION STANDARDS & DETAILS

REVISION	
JAN. 2003	JAN. 2006
DEC. 2002	
JAN. 2000	
NOV. 1999	

TYPICAL LIFT STATION (SECTION)



**Xylem Water Solutions USA Inc.
Flygt Products**

15132 Park of Commerce Blvd. Suite 102
Jupiter, FL 33478
Tel: (561) 848-1200
Fax: (561) 848-1299

June 21, 2016

Mr. Ed De La Vega
Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA Inc. owns the Flygt Corporation and is the only authorized vendor for Flygt Products and OEM Parts. Xylem is also the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you with original equipment, spare parts, repairs and warranty service.

Thank you for your interest in Xylem Water Solutions USA Inc. Please feel free to contact me if you have any questions regarding distribution or any other matter.

Xylem Water Solutions USA, Inc.

A handwritten signature in black ink, appearing to read "B Stengle".

Brian Stengle
Sales Representative, Jupiter, FL
Brian.Stengle@Xyleminc.com






Interoffice Memorandum

July 12, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Carrie Woodell, Manager, Procurement Division

CONTACT: Troy Layton, Manager, Field Services Division
407-254-9794

SUBJECT: Approval of Contracts Y16-1094, ABS Brand Submersible Pumps,
Parts and Repairs and Y16-1095 Flygt Brand Submersible Pumps,
Parts and Repairs

ACTION REQUESTED:

Approval of Contracts Y16-1094 with Hydra Service, Inc. for ABS Brand Submersible Pumps, Parts and Repairs in the estimated contract amount of \$1,400,000 for a 3-year term and Contract Y16-1095 with Xylem Water Solutions U.S.A., Inc. for Flygt Brand Submersible Pumps, Parts and Repairs in the estimated contract amount of \$3,000,000 for a 3-year term. Further request authorization of the Procurement Division to renew the contracts for two additional 1-year terms.

PROCUREMENT:

ABS and Flygt brand submersible pumps are used in County wastewater pumping stations.

FUNDING:

Funds are available in account numbers 4420 038 1347 3820.

APPROVALS:

The Field Services Division concurs with this recommendation.

REMARKS:

The standardization of ABS and Flygt submersible pumps was approved by the Procurement Division on November 23, 2010. The County will purchase ABS pumps through their exclusive dealer for the state of Florida, Hydra Service, Inc., and Flygt pumps through their exclusive dealer for the state of Florida, Xylem Water Solutions U.S.A, Inc.

Page 2 of 2

Approval of Contracts Y16-1094, ABS Brand Submersible Pumps, Parts and Repairs and Y16-1095 Flygt Brand Submersible Pumps, Parts and Repairs

The proposed contracts with Hydra Service, Inc. and Xylem Water Solutions U.S.A., Inc. will provide the County with the means to acquire pumps, parts and service in an efficient and timely manner. The discounts from list price that were negotiated with Hydra Service, Inc. and Xylem Water Solutions U.S.A., Inc. are as follows:

Hydra Service, Inc. Xylem Water Solutions U.S.A., Inc.

Pumps	10%	5% for annual sales up to \$500,000, 7.5% for annual sales of \$500,001 to \$750,000 and 10% for annual sales over \$750,000
Parts	10%	

The discounts of Hydra Service, Inc. are considered reasonable as they are consistent with existing pricing for pumps and parts. The discounts of Xylem Water Solutions U.S.A., Inc. are considered reasonable as they are consistent with the discount given to other municipalities up to the \$500,000 annual sales level. The increased discounts after that sales level are greater than the discounts given to other municipalities. The graduated pricing discount is for both pumps and parts, cumulatively.



Village of Wellington

Legislation Text

File #: 15-1016, **Version:** 1

ITEM: AUTHORIZATION TO CONTINUE UTILIZING CONTRACTS TO PROVIDE ATHLETIC TEAM OFFICIATING SERVICES

REQUEST: Authorization to continue utilizing contracts with Florida Elite Umpires, Inc., Palm Beach County Officials Association and The Palm Beach Pride, Inc. to provide athletic team officiating services in the amount of approximately \$80,000 annually.

EXPLANATION: The Parks and Recreation Department utilizes contracts with Florida Elite Umpires, Inc., Palm Beach County Officials Association and The Palm Beach Pride, Inc. to provide athletic team officiating services in the amount of approximately \$80,000 annually. The existing contracts are set to expire on September 30, 2016.

Although Florida Statutes and Wellington's Purchasing and Procurement Manual (Chapter 3, Items exempt from competition, #18) provide an exemption to bid requirements for non-employee sports instructors, officials, referees, scorekeepers and other related recreational services, these expenditures require Council approval since expenditures exceed \$25,000 annually. Vendor services and estimated annual costs are summarized below:

Vendor	Local Status	Sport	Projected Expenditure
Florida Elite Umpires, Inc.	Western Community	Little League Baseball	\$38,500
Palm Beach County Officials Association	Palm Beach County	Men Softball Adult Co-ed Softball Men's Flag Football	\$32,000
The Palm Beach Pride, Inc.	Palm Beach County	Girls Softball	\$6,400

The per game rates charged by each of the existing providers were compared with recently awarded Collier County, City of Ft. Lauderdale and Orange County officiating contracts and staff found the rates currently paid by the Village remain competitive.

Staff requests authorization to continue utilizing contracts with Florida Elite Umpires, Inc., Palm Beach County Officials Association and The Palm Beach Pride, Inc., all local vendors, for three years, effective October 1, 2016 through September 30, 2019, with no change in price.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

File #: 15-1016, Version: 1

FISCAL IMPACT: Funds have been allocated in the 2016 Team Sport Programs budget to cover officiating expenditures which are offset by program revenues.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to continue utilizing contracts with Florida Elite Umpires, Inc., Palm Beach County Officials Association and The Palm Beach Pride, Inc. to provide athletic team officiating services in the amount of approximately \$80,000 annually.



Village of Wellington

Legislation Text

File #: 15-1017, Version: 1

ITEM: AUTHORIZATION TO RENEW EXISTING CONTRACTS TO PROVIDE LANDSCAPE MAINTENANCE SERVICES FOR: 1) PRIMARY ROADWAYS, RUSTIC RANCHES, EQUESTRIAN TRAILS, CANAL BANKS, SLOPES AND FINGERS; 2) SECONDARY ROADWAYS; 3) VILLAGE OWNED FACILITIES; AND 4) NEIGHBORHOOD AND COMMUNITY PARKS VILLAGE-WIDE

REQUEST: Authorization to renew existing contracts to provide landscape maintenance services to (1) primary roadways, Rustic Ranches, equestrian trails, canal banks, slopes and fingers throughout the Village, with G&C Car Care, Inc., DBA Wellington Professional Lawn Care, at a cost of \$512,247.30 annually; (2) secondary roadways Village-wide, with G&C Car Care, Inc. DBA Wellington Professional Lawn Care, at a cost of \$ 101,220 annually; (3) Village owned facilities, including the new Wellington Community Center, with Black Forest Enterprises, Inc., DBA Gardenscapes of the Palm Beaches. at an annual cost of \$166,223.82; and (4) neighborhood and community parks Village wide, with Black Forest Enterprises, Inc., DBA Gardenscapes of the Palm Beaches at an annual cost of \$251,244.

EXPLANATION: The Public Works Department utilizes contracts with G&C Car Care, Inc., DBA Wellington Professional Lawn Care and Black Forest Enterprises, Inc. DBA Gardenscapes of the Palm Beaches, to provide landscape maintenance services throughout the Village.

Staff is seeking authorization to:

- (1) Renew existing contract #030-13/DZ, with G&C Car Care, Inc. DBA Wellington Professional Lawn Care to provide landscape maintenance services to primary roadways, Rustic Ranches, equestrian trails, canal banks, slopes and fingers throughout the Village, at a cost of \$512,547.30 annually. The existing contract was awarded for a period of three years expiring on September 30, 2016, with two additional one-year renewal options. Staff is seeking authorization to exercise the first renewal option effective from October 1, 2016 through September 30, 2017, with no change in pricing.
- (2) Renew existing contract #108-12/DZ, with G&C Car Care, Inc. DBA Wellington Professional Lawn Care to provide landscape maintenance services to all secondary roadways Village-wide, at a cost of \$101,220 annually. The existing contract was awarded for a period of three years, expiring on December 31, 2015, with two additional one-year renewal options. Council previously exercised the first renewal option effective through December 31, 2016. Staff is seeking authorization to exercise the second and final renewal option effective January 1, 2017 through December 31, 2017, with no changes in pricing.
- (3) Renew existing contract #030-13/DZ, with Black Forest Enterprises, Inc., DBA Gardenscapes of the Palm Beaches, to provide landscape maintenance services to facilities Village-wide, at a cost of \$166,223.82. The existing contract was awarded for three years, expiring on September 30, 2016, with two additional one-year renewal options. Staff is seeking authorization to exercise the first renewal option effective October 1, 2016 through September 30, 2017. The cost includes an additional \$21,000 annually, to provide landscape maintenance services to the new Wellington Community Center.

File #: 15-1017, Version: 1

- (4) Renew existing contract #027-09/JWV, with Black Forest Enterprises, Inc. DBA Gardenscapes of the Palm Beaches to provide landscape maintenance services to neighborhood and community parks Village-wide, at a cost of \$251,244. The existing contract was awarded for a period of three years expiring on December 29, 2012, with five additional one-year renewal options. Council previously exercised the first four renewal options, effective through December 29, 2016. Staff is seeking authorization to exercise the fifth and final renewal option, effective December 30, 2016 through December 29, 2017, with no changes in pricing.

Professional Lawn Care and Gardenscapes of the Palm Beaches are both Western Community local vendors, and have provided superior landscape maintenance services, to the Village, during the term of the existing contract.

Staff recommends renewing existing landscape maintenance contracts with G&C Car Care, Inc., DBA Wellington Professional Lawn and Black Forest Enterprises, Inc. DBA Gardenscapes of the Palm Beaches, for one additional year.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are proposed in the FY 2017 Public Works, Lake Wellington Professional Center, Pine Tree and Utilities operating budgets.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew existing contracts to provide landscape maintenance services for (1) primary roadways, Rustic Ranches, equestrian trails, canal banks, slopes and fingers throughout the Village, with G&C Car Care, Inc., DBA Wellington Professional Lawn Care, at a cost of \$512,247.30 annually; (2) secondary roadways Village-wide, with G&C Car Care, Inc. DBA Wellington Professional Lawn Care, at a cost of \$ 101,220 annually; (3) Village owned facilities, including the new Wellington Community Center, with Black Forest Enterprises, Inc., DBA Gardenscapes of the Palm Beaches. at an annual cost of \$166,223.82; and (4) neighborhood and community parks Village wide, with Black Forest Enterprises, Inc., DBA Gardenscapes of the Palm Beaches at an annual cost of \$251,244.



A GREAT HOMETOWN

Council

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

Manager
 Paul Schofield

June 8, 2016

Geoff Philips
 Wellington Professional Lawn Care
 11360 Fortune Circle- E3
 Wellington, FL 33414
wellprolawnca@aol.com

RE: Contract Renewal

Dear Mr. Phillips,

Wellington Professional Lawn Care is the awardee for Bid #030-13/DZ – Landscape Maintenance Services – Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers. The contract is set to expire on September 30, 2016. The contract allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first option to renew through September 30, 2017 under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

In accordance with Palm Beach County ordinance number 2011-009, the vendor understands that any Contract that results from an RFP/ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The vendor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by June 22, 2016. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Sincerely,

Danielle Zembrzusi
 Ph: 561-791-4107
 E-Mail: dzembrzusi@wellingtonfl.gov

Accept Renewal:

Geoffrey Phillips
 Printed Name

[Signature]
 Signature

6-9-2016
 Date

Reject Renewal:

 Printed Name

 Signature

 Date

**A GREAT HOMETOWN****Council**

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

Manager
 Paul Schofield

July 28, 2016

Geoff Phillips
 Wellington Professional Lawn Care
 11360 Fortune Circle – E3
 Wellington, FL 33414
wellprolawncares@aol.com

RE: Contract Renewal

Dear Mr. Phillips,

Wellington Professional Lawn Care is the awardee for Bid #108-12/DZ – Landscape Maintenance Services – Secondary Roadways. The contract is set to expire on December 31, 2016. The contract allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the second and final option to renew through December 31, 2017 under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

In accordance with Palm Beach County ordinance number 2011-009, the vendor understands that any Contract that results from an RFP/ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The vendor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by August 1, 2016. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Sincerely,

Danielle Zembruski
 Ph: 561-791-4107
 E-Mail: dzembruski@wellingtonfl.gov

Accept Renewal:

Geoffrey Phillips
 Printed Name

Signature

7-29-2016
 Date

Reject Renewal:

 Printed Name

 Signature

 Date

**A GREAT HOMETOWN****Council**

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

Manager
 Paul Schofield

June 8, 2016

Chris Schwartzwalder
 Black Forest Enterprises, Inc.
 D/B/A Gardenscapes of the Palm Beaches
 P.O. Box 33
 Loxahatchee, FL 33470
gardenscapeschris@yahoo.com

RE: Contract Renewal

Dear Mr. Schwartzwalder,

Gardenscapes of the Palm Beaches is the awardee for Bid #030-13/DZ – Landscape Maintenance Services – Facilities. The contract is set to expire on September 30, 2016. The contract allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first option to renew through September 30, 2017 under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

In accordance with Palm Beach County ordinance number 2011-009, the vendor understands that any Contract that results from an RFP/ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The vendor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by June 22, 2016. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Sincerely,

Danielle Zembruski
 Ph: 561-791-4107
 E-Mail: dzembruski@wellingtonfl.gov

Accept Renewal:

Chris Schwartzwalder
 Printed Name

Signature

Date

6/9/2016

Reject Renewal:

Printed Name

Signature

Date

Post Office Box 33
Loxahatchee, FL 33470

Estimate

Date	Estimate #
6/27/2016	20160616

Name / Address
Village Of Wellington Bruce Wagner 12300 Forest Hill Blvd Wellington, FL 33414

Item	Description	Qty	Size	Rate	Total
0100	Wellington Community Center Landscape Maintenance - Cost per cycle 42 cuts per year, 12 Trimmings per year			500.00	500.00
Please contact me should you have any questions concerning this estimate Signature _____			Total \$500.00		

**A GREAT HOMETOWN****Council**

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

Manager
 Paul Schofield

July 28, 2016

Chris Schwartzwalder
 Black Forest Enterprises, Inc.
 D/B/A Gardenscapes of the Palm Beaches
 P.O. Box 33
 Loxahatchee, FL 33470
gardenscapeschris@yahoo.com

RE: Contract Renewal

Dear Mr. Schwartzwalder,

Gardenscapes of the Palm Beaches is the awardee for Bid #027-09/JWV – Landscape Maintenance Services – Parks. The contract is set to expire on December 29, 2016. The contract allows for five (5) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the fifth and final option to renew through December 29, 2017 under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

In accordance with Palm Beach County ordinance number 2011-009, the vendor understands that any Contract that results from an RFP/ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The vendor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by August 1, 2016. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Sincerely,

Danielle Zembruski
 Ph: 561-791-4107
 E-Mail: dzembruski@wellingtonfl.gov

Accept Renewal:

Chris Schwartzwalder 8/1/2016
 Printed Name Signature Date

Reject Renewal:

 Printed Name Signature Date



Village of Wellington

Legislation Text

File #: 15-1018, **Version:** 1

ITEM: AUTHORIZATION TO RENEW AN EXISTING CONTRACT WITH PALM BEACH AGGREGATES, LLC FOR THE SUPPLY AND DELIVERY OF ROAD BASE AND DRAIN ROCK

REQUEST: Authorization to renew an existing contract with Palm Beach Aggregates, LLC for the supply and delivery of road base and drain rock in the amount of approximately \$140,000.00 annually.

EXPLANATION: The Public Works Department utilizes a contract for the purchase and delivery of shell rock to provide maintenance and repairs to over 30 miles of unpaved roadways throughout the Village, including the equestrian preserve areas.

On August 27, 2013, Council awarded ITB #028-13/ENR to Palm Beach Aggregates, LLC, a Western Community local vendor. Staff is requesting authorization to exercise the final renewal option with Palm Beach Aggregates, LLC through September 30, 2017, with no price increases.

Palm Beach Aggregates, LLC	
Description	Price Per Ton
Supply & Delivery of Road Base	\$10.09
Pick up Road Base with City Vehicle	\$8.50
Furnish & Delivery of #57 Rock	\$19.70
Pick up #57 Rock with City Vehicle	\$18.50

In order to ensure the Village's pricing remains competitive, staff contacted Indian Trail Improvement District, Loxahatchee Groves, and Palm Beach County, and found all three agencies use different types of materials. The Village's specifications differ due to specific types of material used for unpaved roadways and equestrian areas Village-wide.

Palm Beach Aggregates, LLC has provided superior service to the Village during the term of the contract.

Staff recommends renewing the existing contract with Palm Beach Aggregates, LLC for one additional year, effective through September 30, 2017, with no price increases.

All related bid documents can be found by clicking on the following link:

[<http://www.wellingtonfl.gov/Home/Components/RFP/RFP/118/203?selyear=2013>](http://www.wellingtonfl.gov/Home/Components/RFP/RFP/118/203?selyear=2013)

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

File #: 15-1018, Version: 1

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the FY 2016 Shellrock Program major maintenance project budget to cover these expenditures.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to renew an existing contract with Palm Beach Aggregates, LLC for the supply and delivery of road base and drain rock in the amount of approximately \$140,000.00 annually.

Council

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



Manager
Paul Schofield

Justo Navarro
Palm Beach Aggregates, LLC
20125 Southern Blvd.
Loxahatchee, FL 33470
jnavarro@palmbeachag.com

June 2, 2016

RE: Contract #028-13/ENR – Supply & Delivery of Road Base

Dear Mr. Navarro:

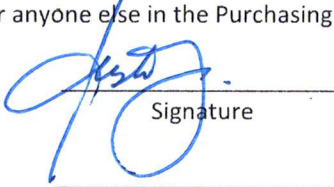
Palm Beach Aggregates was awarded contract #028-13/ENR for the Supply and Delivery of Road Base. The contract is set to expire on September 30, 2016 and allows for one (1) additional one (1) year renewal by mutual agreement. Wellington would like to exercise the final renewal option through September 30, 2017 under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

In accordance with Palm Beach County ordinance number 2011-009, the vendor understands that any Contract that results from an RFP/ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by June 9, 2016. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Justo Navarro</u>		<u>6-6-16.</u>
	Printed Name	Signature	Date
Reject Renewal:	_____	_____	_____
	Printed Name	Signature	Date

Thank you,
Emma Ramirez
561-791-4021
eramirez@wellingtonfl.gov



Village of Wellington

Legislation Text

File #: 15-1021, **Version:** 1

ITEM: AUTHORIZATION TO CONTINUE UTILIZING REVENUE GENERATING CONTRACTS FOR CHEER AND DANCE, SWIMMING, TUMBLE TOTS, TAEKWONDO AND WELLINGTON SOCCER

REQUEST: Authorization to continue utilizing revenue generating contracts with Wellington Cheer and Dance, Wellington Swimming, Muriel D. Williams (Tumble Tots), Caulett CMMA, Inc. (Taekwondo), and Wellington Soccer.

EXPLANATION: The Village's Purchasing Manual includes a provision whereby any contract that generates revenue in excess of \$25,000, requires Council approval (Chapter 3, Special Exemption, Item 3).

The following vendors are currently contracted and providing services that generate revenue to the Village above the \$25,000 threshold amount:

Provider	Est. FY 2016 Total Annual Registrations Collected by the Village	Est. FY 2016 Annual Revenues Retained by the Village (30%)	Est. FY 2016 Annual Expenses Paid to the Provider by the Village (70%)
Wellington Cheer and Dance	\$105,393	\$31,618	\$73,775
Wellington Swimming	\$173,550	\$52,065	\$121,485
Muriel D. Williams (Tumble Tots)	\$44,371	\$13,311	\$31,060
Caulett CMMA, Inc. (Taekwondo)	\$46,850	\$14,055	\$32,795
Wellington Soccer	\$57,941	\$17,382	\$40,559

In all of these contracts, the Village collects all registration fees and pays the provider 70% and retains 30%. In addition, as is the case with all athletic programs, all facility costs are borne by the Village.

While Muriel D. William's, Caulett CMMA Inc. and Wellington Soccer's contracts do not generate revenues in excess of \$25,000, annual payments made by the Village (approx. \$31,060, \$32,795 and \$40,559, respectively) exceed the purchase threshold amount (\$25,000) and require Council approval.

All vendors continue to provide successful programs to the Village and no firms have contacted the Village with interest in establishing and managing similar programs.

Staff recommends continued utilization of revenue generating contracts with Wellington Cheer and Dance, Wellington Swimming, Muriel D. Williams and Caulett CMMA, Inc., and Wellington Soccer for an additional three years effective October 1, 2016 through September 30, 2019.

Pursuant to the Village Purchasing Manual, all services listed above are exempt from bid requirements;

File #: 15-1021, Version: 1

however, Council approval is required.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: These contracts generate revenue as described above. The related expenditures and revenues are included as part of the annual budget process.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to continue utilizing revenue generating contracts with Wellington Cheer and Dance, Wellington Swimming, Muriel D. Williams (Tumble Tots), Caulett CMMA, Inc. (Taekwondo), and Wellington Soccer.



Legislation Text

File #: 16-0216, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A SCHOOL DISTRICT OF OSCEOLA COUNTY CONTRACT FOR THE PURCHASE, DELIVERY AND INSTALLATION OF FARMINGTON PARK PLAYGROUND EQUIPMENT AND SURFACING

REQUEST: Authorization to utilize the School District of Osceola County's contract #SDOC-16-B-87-LH with Advanced Recreational Concepts, LLC and Play Space Services, Inc., as a basis for pricing for the purchase, delivery and installation of Farmington Park playground equipment and surfacing at a cost of \$58,308.50.

EXPLANATION: The Public Works Department is seeking authorization to utilize an existing School District of Osceola County contract with Advanced Recreational Concepts, LLC and Play Space Services, Inc., as a basis for pricing for the purchase, delivery and installation of Farmington Park playground equipment and surfacing.

The School District of Osceola County recently awarded a contract (SDOC-16-B-87-LH) to multiple vendors, including Advanced Recreational Concepts, LLC and Play Space Services, Inc., for playground equipment, surfacing, installation and repairs. The initial term of the contract is for three years effective through April 19, 2019, with a provision for a one year renewal option.

In order to ensure the School District of Osceola contract with Advanced Recreational Concepts, LLC and Play Space Services, Inc. provides competitive pricing, staff solicited quotes from other vendors and determined the pricing from both Advanced Recreational Concepts, LLC, for the playground equipment, and Play Space Services, Inc., for surfacing installation, provided the best overall value for the Village.

Staff recommends utilizing the School District of Osceola County contract #SDOC-16-B-87-LH as a basis for pricing with Advanced Recreational Concepts, LLC and Play Space Services, Inc., for the purchase, delivery and installation of Farmington Park playground equipment and surfacing at a cost of \$58,308.50.

A rendering of the playground structure as well as a Farmington Park location map is attached.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project are budgeted in the Neighborhood Parks Capital Improvement budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize the School District of Osceola County's contract #SDOC-16-B

File #: 16-0216, Version: 1

-87-LH with Advanced Recreational Concepts, LLC and Play Space Services, Inc., as a basis for pricing for the purchase, delivery and installation of Farmington Park playground equipment and surfacing at a cost of \$58,308.50.



Advanced Recreational Concepts, LLC
Melbourne, FL 32934

Toll Free - 1-866-957-2355/Toll Free Fax - 1-866-957-2356

Proposal

Prepared For **Lonnie Brevik**
 Organization **Village of Wellington - Purchasing**
12300 Forest Hill Blvd.
Wellington, FL 33414
 Customer Phone
 Customer Fax
 County **Palm Beach**
 Ship To **Farmington Park**
1752 Farmington Rd
Wellington, FL 33414

Date **7/11/2016**
 Quotation # **18326**
 Prepared By **Holly Jones - ZK**
 Payment Terms **Net 30**
 Prices Valid U... **7/19/2016**
 Project Name **NEW PLAYGROUND**

Product ID	Description	Qty	Price	Total
	PROPOSAL IS FOR SUPPLY AND DELIVERY ONLY WITH INSTALLATION TO BE PROVIDED SEPARATELY			
	- Playground Area - 34' x 39'			
	- Swings Area - 31' x 36'			
R355AEA7B	Playcraft Systems Custom Round 3.5" Play System	1	20,004.00	20,004.00T
PC-2123	Playcraft Systems 3.5" Arch Swing - 8' Height - Two Positions/One Bay with (2) Belt Seats	1	1,637.00	1,637.00T
PC-2123-AB	Playcraft Systems 3.5" Arch Swing Add-A-Bay - 8' Height - Two Positions/One Bay with (2) Belt Seats	1	1,079.00	1,079.00T
DISCOUNT	Discount Based on The School District of Osceola County Contract #SDOC 16-B-087-LH, -3% on Playcraft Systems Products	1	-681.60	-681.60T
Freight	Freight Charges	1	3,000.00	3,000.00
	THIS IS AN ESTIMATE ONLY. Due to the volatile nature of the transportation industry, freight charges may be re-quoted at the time of order.			0.00
Plans	Florida Signed and Sealed Playground Drawings (8 Copies)	1	750.00	750.00
DISCOUNT	DISCOUNT ON PROPOSAL	1	-789.40	-789.40T

Subtotal \$24,999.00
Sales Tax (0.0%) \$0.00
Total \$24,999.00

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



3125 Skyway Circle
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 7/11/2016

Proposal # 14284

Prepared for: Lonnie Brevik

Payment Terms: Net 30

Customer Phone:

Due Date 8/10/2016

Customer Fax:

Organization: Village of Wellington - Purchasing
12300 Forest Hill Blvd.
Wellington, FL 33414

Ship To Farmington Park
1752 Farmington Rd.
Wellington, FL 33414

Proposal Valid for 30 days
from date on proposal

Scope of Services:

Sales Rep

HJ

DESCRIPTION	QTY	U/M	COST	TOTAL
<p>INSTALLATION IS BASED ON ARC PROPOSAL #18326</p> <p>TO BE DONE OR PROVIDED BY OTHERS:</p> <ul style="list-style-type: none"> - All Site Preparation to Include Removal of Existing Play Structure and Surfacing as well as Excavation of Site to Necessary Sub Base Elevation - Supply and Installation of a Concrete Sidewalk to Surround the Areas - Supply and Installation of a Crushed Stone Sub Base at the Completion of Playground Installation - Supply and Installation of Poured In Place Rubber Safety Surfacing - to be Proposed Separately - Permitting of Play Structures - Dumpster for Disposal of Spoils and Packaging Materials <p>PROJECT NOTES:</p> <ul style="list-style-type: none"> - Per Lonnie Brevik Access to Area is Across Thicker Concrete Sidewalks and Machinery can Access Area - Will be Shown Access Route on Site - Any Broken Slabs will be Repaired by Maintenance - Staging Area to be Next to Installation Area - Playground Area - 34' x 39' - Swings Area - 31' x 36' 				

Subtotal

Sales Tax (0.0%)

TOTAL

Signature:

Print Name/Title: _____

Date: _____

P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations, necessary per manufactureres specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed over and above the charge for the original footer work.

Every effort is made to supply our customers the materials, equipment and structures as specified within this proposal. In the event of unforeseen circumstances, we reserve the right to substitute materials, equipment or structures which we deem equivalent. In these instances. the customer will be notified of the substitution.



3125 Skyway Circle
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 7/11/2016

Proposal # 14284

Prepared for: Lonnie Brevik

Payment Terms: Net 30

Customer Phone:

Due Date 8/10/2016

Customer Fax:

Organization: Village of Wellington - Purchasing
12300 Forest Hill Blvd.
Wellington, FL 33414

Ship To Farmington Park
1752 Farmington Rd.
Wellington, FL 33414

Proposal Valid for 30 days
from date on proposal

Scope of Services:

Sales Rep

HJ

DESCRIPTION	QTY	U/M	COST	TOTAL
Installation of Playcraft Systems Play Structure and Swings to Include Concrete Footers (Pricing Based on The School District of Osceola County Contract #SDOC 16-B-087-LH, 35% of the Discounted Product Price - \$7,713.44 - Additional Costs are for Access to Site and Additional Time for Permitting and Inspections)	1		9,500.00	9,500.00T

Subtotal \$9,500.00

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Sales Tax (0.0%) \$0.00

TOTAL \$9,500.00

Signature: _____ ... Print Name/Title: _____ Date: _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations, necessary per manufactureres specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed over and above the charge for the original footer work.

Every effort is made to supply our customers the materials, equipment and structures as specified within this proposal. In the event of unforeseen circumstances, we reserve the right to substitute materials, equipment or structures which we deem equivalent. In these instances. the customer will be notified of the substitution.



3125 Skyway Circle
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 7/11/2016

Proposal # 14286

Prepared for: Lonnie Brevik

Payment Terms: Net 30

Customer Phone:

Due Date 8/10/2016

Customer Fax:

Organization: Village of Wellington - Purchasing
12300 Forest Hill Blvd.
Wellington, FL 33414

Ship To Farmington Park
1752 Farmington Rd.
Wellington, FL 33414

Proposal Valid for 30 days
from date on proposal

Scope of Services:

Sales Rep

HJ

DESCRIPTION	QTY	U/M	COST	TOTAL
INSTALLATION IS BASED ON ARC PROPOSAL #18326				
TO BE DONE OR PROVIDED BY OTHERS: - All Site Preparation to Include Removal of Existing Play Structure and Surfacing as well as Excavation of Site to Necessary Sub Base Elevation - Supply and Installation of a Concrete Sidewalk to Surround the Areas - Supply and Installation of a Crushed Stone Sub Base at the Completion of Playground Installation - Dumpster for Disposal of Spoils and Packaging Materials PROJECT NOTES: - Per Lonnie Brevik Access to Area is Across Thicker Concrete Sidewalks and Machinery can Access Area - Will be Shown Access Route on Site - Any Broken Slabs will be Repaired by Maintenance - Staging Area to be Next to Installation Area - Playground Area - 34' x 39' - Swings Area - 31' x 36'				
Supply, Delivery and Installation of EPDM Poured In Place Rubber Surfacing, 50% Standard Color/50% Black, to Cover Two Separate Areas at Varying Depths	2,442		9.75	23,809.50T
- 1051 sq. ft. at a Depth of 2"				
- 275 sq. ft. at a Depth of 2.5"				
- 1116 sq. ft. at a Depth of 3.5"				

Subtotal

Sales Tax (0.0%)

TOTAL

Signature:

Print Name/Title: _____

Date _____

P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations, necessary per manufactureres specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed over and above the charge for the original footer work.

Every effort is made to supply our customers the materials, equipment and structures as specified within this proposal. In the event of unforeseen circumstances, we reserve the right to substitute materials, equipment or structures which we deem equivalent. In these instances. the customer will be notified of the substitution.



3125 Skyway Circle
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 7/11/2016

Proposal # 14286

Prepared for: Lonnie Brevik

Payment Terms: Net 30

Customer Phone:

Due Date 8/10/2016

Customer Fax:

Organization: Village of Wellington - Purchasing
12300 Forest Hill Blvd.
Wellington, FL 33414

Ship To Farmington Park
1752 Farmington Rd.
Wellington, FL 33414

Proposal Valid for 30 days
from date on proposal

Scope of Services:

Sales Rep

HJ

DESCRIPTION	QTY	U/M	COST	TOTAL
Pricing Based on The School District of Osceola County Contract #SDOC 16-B-087-LH - \$10.52 per sq. ft. at a Depth of 2" - \$11,056.52 - \$11.15 per sq. ft. at a Depth of 2.5" - \$3,066.25 - \$13.55 per sq. ft. at a Depth of 3.5" - \$15,121.80 - Total - \$29,244.57 or \$11.98 per sq. ft. - Reduced to \$9.75 per sq. ft.				

Subtotal \$23,809.50

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Sales Tax (0.0%) \$0.00

TOTAL \$23,809.50

Signature: _____ ... Print Name/Title: _____ Date: _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations, necessary per manufactureres specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed over and above the charge for the original footer work.

Every effort is made to supply our customers the materials, equipment and structures as specified within this proposal. In the event of unforeseen circumstances, we reserve the right to substitute materials, equipment or structures which we deem equivalent. In these instances. the customer will be notified of the substitution.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**Purchasing/Property Records/Warehouse**

817 Bill Beck Boulevard, Building 2000 • Kissimmee • Florida 34744-4492

Phone: 407-870-4630 • Fax: 407-870-4616 • www.osceolaschools.net**SCHOOL BOARD MEMBERS**

- District 1 – Jay Wheeler
407-973-4141
- District 2 – Kelvin Soto
407-361-2462
- District 3 – Tim Weisheyer
407-361-0235
- District 4 – Clarence Thacker, Chair
407-361-7906
- District 5 – Ricky Booth, Vice Chair
407-818-9464

**Superintendent**

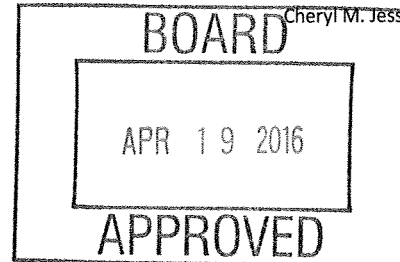
Dr. Debra Pace

Executive Director of Contract Services

Stacey McMillian

Supervisor of Purchasing

Cheryl M. Jessee, CPPB, FCCM



April 20, 2016

Mr. Lazaro Gonzalez
Advanced Recreational Concepts, LLC
3125 Skyway Circle
Melbourne, FL 32934

RE: Bid # SDOC-16-B-087-LH, Playground Equipment, Surfacing, Installation and Repair

Dear Mr. Gonzalez:

The School Board of Osceola County, Florida, meeting in official session on April 19, 2016, voted to award the above mentioned solicitation to the following companies:

Advances Recreational Concepts, LLC
Florida Play Structures & Water Features, Inc.
Lanier Plans, Inc. dba Korkat
Legacy Construction Services, Inc. dba Pro Playgrounds
Miller Recreation Equipment & Design, Inc.
Miracle Recreation C/O Miller Recreation Equipment & Design, Inc
Play Space Services, Inc.
Playmore West, Inc.
Shade System, Inc.
Site Horizons, LLC
Top Line Recreation, Inc.
Xccent, Inc.

Melbourne, FL
Plant City, FL
Carrollton, GA
Tallahassee, FL
Bradenton, FL
Bradenton, FL
Melbourne, FL
Fort Myers, FL
Ocala, FL
Winter Garden, FL
Deltona, FL
Wyoming, MN

You may view the tab sheet for this bid on VendorLink.

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

Please send your certificate of insurance naming the School Board of Osceola County as additionally insured to the Senior Buyer listed below.

Should you have any questions, please feel free to call Linda Hysell, Senior Buyer at 407-343-8604 or by email at hysellli@osceola.k12.fl.us.

Sincerely,

Cheryl Jessee, CPPB, FCCM
Supervisor of Purchasing

CMJ/lh

CC: Sarah Graber, Chief Business and Finance Officer
Bid Folder

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**Purchasing/Property Records/Warehouse**

817 Bill Beck Boulevard, Building 2000 • Kissimmee • Florida 34744-4492
 Phone: 407-870-4630 • Fax: 407-870-4616 • www.osceolaschools.net

SCHOOL BOARD MEMBERS

- District 1 – Jay Wheeler
407-973-4141
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407-818-9464

**Superintendent**

Dr. Debra Pace

Executive Director of Contract Services

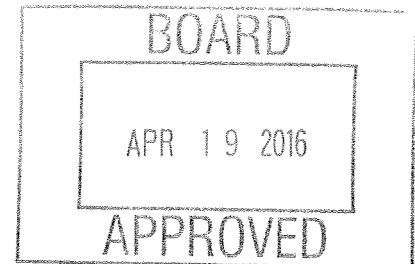
Stacey McMillian

Supervisor of Purchasing

Cheryl M. Jessee, CPPB, FCCM

April 20, 2016

Mr. Lazaro Gonzalez
 Play Space Services, Inc.
 3125 Skyway Circle
 Melbourne, FL 32934



RE: Bid # SDOC-16-B-087-LH, Playground Equipment, Surfacing, Installation and Repair

Dear Mr. Gonzalez:

The School Board of Osceola County, Florida, meeting in official session on April 19, 2016, voted to award the above mentioned solicitation to the following companies:

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 Play Space Services, Inc.
 Playmore West, Inc.
 Shade System, Inc.
 Site Horizons, LLC
 Top Line Recreation, Inc.
 Xccent, Inc.

Melbourne, FL
 Plant City, FL
 Carrollton, GA
 Tallahassee, FL
 Bradenton, FL
 Bradenton, FL
 Melbourne, FL
 Fort Myers, FL
 Ocala, FL
 Winter Garden, FL
 Deltona, FL
 Wyoming, MN


You may view the tab sheet for this bid on VendorLink.

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

Please send your certificate of insurance naming the School Board of Osceola County as additionally insured to the Senior Buyer listed below.

Should you have any questions, please feel free to call Linda Hysell, Senior Buyer at 407-343-8604 or by email at hyselli@osceola.k12.fl.us.

Sincerely,


 Cheryl Jessee, CPPB, FCCM
 Supervisor of Purchasing

CMJ/llh

CC: Sarah Graber, Chief Business and Finance Officer
 Bid Folder

R35

FOR KIDS
AGES
5-12



STRUCTURE#: R355AEA7B
PROJECT#: ARC1693190A-6
DATE: 5/26/2016 | DRAWN BY: MDM



Wellington GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • 561.791.4000 • Fax: 561.791.4045 • gis@wellingtonfl.gov • www.wellingtonfl.gov

<div> <div>1</div> <div>1</div> </div>	Map No.	020-2016
	Scale	1" = 100'
	Author	Wellington GIS
	Editor	Wellington GIS
	Revision	1.0



Community Parks

	Municipal Boundary		Streets_1K		Major		Residential		Parks and Preserves		Neighborhood Park
	Florida Turnpike		Non-Wellington		State		Community Park				





Village of Wellington

Legislation Text

File #: 16-0288, **Version:** 1

ITEM: AUTHORIZATION TO ENTER INTO CONTRACT NEGOTIATIONS FOR ENTERPRISE RESOURCE PLANNING (ERP) CONSULTING SERVICES

REQUEST: Authorization to enter into contract negotiations with Plante Moran, PLLC, to provide ERP consulting services.

EXPLANATION: Enterprise Resource Planning (ERP) is business process management software that allows an organization to use a system of integrated applications to manage the business and automate many back office functions.

The Village's existing ERP system FIS (formerly Sungard HTE), is over fifteen years old and lacks functionality, reporting, and no longer supports our current business needs. Additionally, the existing system is slow to adapt to new government standards, and requires exorbitant developer costs for engineering, implementation and support. Due to the existing system's inability to accomplish certain functions within the system, staff frequently relies on spreadsheets for reporting purposes as well as to complete jobs and tasks.

On June 6, 2016, we released RFP# 021-16/ED, seeking qualified vendors to provide ERP consulting services. On June 29, 2016, we received a total of nine proposals. Three of the proposers were deemed non-responsive for failure to provide pricing required as part of the RFP.

On July 7, 2016, the selection committee met and independently scored and ranked all six responsive proposals as summarized below:

1. Plante Moran, PLLC
2. Client First Technologies
3. Berry Dunn, McNeil & Parker
3. Sciens, LLC
5. Schafer Consulting
6. The Persimmon Group

The proposals were evaluated based on 1) Qualifications and Experience; 2) Technical Approach and Methodology; and 3) Price. The selection committee recommended entering into contract negotiations with the highest ranked firm, Plante Moran, PLLC. In the event contract negotiations with Plante Moran, PLLC, are unsuccessful, the selection committee recommended contract negotiations with the next highest ranked proposer, until a contract is successfully negotiated.

As part of the solicitation, all proposers were required to provide an estimated number of hours for five (5) phases of the project 1) needs assessment; 2) development of an RFP; 3) assistance in ERP proposal submission/evaluation; 4) assistance in contract negotiations; and 5) assistance in implementing the new ERP system. A summary of hourly rates provided by each proposer is summarized below:

File #: 16-0288, Version: 1

Proposer	Hourly Rates
Plante Moran, PLLC	\$230.00
Client First Technologies	\$125.00-\$190.00
Berry Dunn, McNeil & Parker	\$190.00-\$200.00
Sciens, LLC	\$85.00-\$160.00
Schafer Consulting	\$185.00-\$190.00
The Persimmon Group	\$135.00-\$165.00

The selection committee recommended entering into contract negotiations with, Plante Moran, PLLC, the highest ranked proposer. Plante Moran, PLLC, was founded in 1924, is the fourteenth largest management consulting and public accounting firm in the United States, and has provided consulting services to over ninety government agencies nationwide, including Town of Jupiter, City of Hollywood, City of North Miami Beach, Miami Dade County, City of Coral Springs, City of Delray Beach, City of Ft. Lauderdale, Oakland Park and Cooper City.

Once negotiations have concluded, award of any contract would require subsequent Council approval.

All related bid documents can be found by clicking on the following link:

<<http://wellingtonfl.gov/Home/Components/RFP/RFP/253/203>>

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: No fiscal impact until a contract is successfully negotiated and awarded.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to enter into contract negotiations with Plante Moran, PLLC, to provide ERP consulting services.

Council

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



A GREAT HOMETOWN

Manager
Paul Schofield

July 7, 2016

NOTICE OF INTENT TO NEGOTIATE A CONTRACT

Notice is provided as follows:

Request for proposal RFP# 021-16/ED – Enterprise Resource Planning Consulting Services

The Selection Committee met on July 7, 2016 and independently scored and ranked all proposers for the above referenced solicitation. The committee recommended entering into contract negotiations with the highest ranked firm:

PLANTE MORAN, PLLC

A copy of the selection committee scoring may be found by visiting www.demandstar.com or the Village's website www.wellingtonfl.gov or by contacting the Village's Clerks Office.

This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the RFP Documents and approval by the Wellington Village Council.

	PROPOSERS	Qualifications and Experience of the Firm	Technical Approach and Methodology	Fees	Total	Local Preference	Grand Total	Ordinal Ranking
Tanya Quickel	ERP Consulting Services							
#		Max. 40 Pts	Max. 40 Pts	Max. 20 Pts	Max 100 Pts.	Max 5 or 3 Pts	Max 105 Pts	Rank
1	BerryDunn, McNeil, & Parker	38	38	15	91	0	91	3
2	Client First Technology	40	40	19	99	0	99	1
3	Plante Moran, PLLC	39	39	18	96	0	96	2
4	Schafer Consulting	35	37	10	82	0	82	4
5	Sciens LLC	30	36	12	78	0	78	5
6	The Persimmon Group	31	32	11	74	0	74	6

	PROPOSERS	Qualifications and Experience of the Firm	Technical Approach and Methodology	Fees	Total	Local Preference	Grand Total	Ordinal Ranking
Christine Wadleigh	ERP Consulting Services							
#		Max. 40 Pts	Max. 40 Pts	Max. 20 Pts	Max 100 Pts.	Max 5 or 3 Pts	Max 105 Pts	Rank
1	BerryDunn, McNeil, & Parker	40	36	13	89	0	89	3
2	Client First Technology	37	35	20	92	0	92	2
3	Plante Moran, PLLC	40	38	11	89	0	89	3
4	Schafer Consulting	32	38	12	82	0	82	6
5	Sciens LLC	37	38	18	93	0	93	1
6	The Persimmon Group	34	36	15	85	0	85	5

Village Council Meeting August 9, 2016		Qualifications and Experience of the Firm	Technical Approach and Methodology	Fees	Total	Local Preference	Page 137 of 226 Grand Total	Ordinal Ranking
Ana Acevedo	ERP Consulting Services							
#		Max. 40 Pts	Max. 40 Pts	Max. 20 Pts	Max 100 Pts.	Max 5 or 3 Pts	Max 105 Pts	Rank
1	BerryDunn, McNeil, & Parker	34	34	16	84	0	84	3
2	Client First Technology	33	33	19	85	0	85	2
3	Plante Moran, PLLC	39	38	14	91	0	91	1
4	Schafer Consulting	30	32	13	75	0	75	4
5	Sciens LLC	28	26	17	71	0	71	5
6	The Persimmon Group	22	24	15	61	0	61	6

	PROPOSERS	Qualifications and Experience of the Firm	Technical Approach and Methodology	Fees	Total	Local Preference	Grand Total	Ordinal Ranking
Nicole Coates	ERP Consulting Services							
#		Max. 40 Pts	Max. 40 Pts	Max. 20 Pts	Max 100 Pts.	Max 5 or 3 Pts	Max 105 Pts	Rank
1	BerryDunn, McNeil, & Parker	38	35	18	91	0	91	2
2	Client First Technology	30	35	20	85	0	85	5
3	Plante Moran, PLLC	40	35	16	91	0	91	2
4	Schafer Consulting	35	38	15	88	0	88	4
5	Sciens LLC	40	38	19	97	0	97	1
6	The Persimmon Group	35	32	17	84	0	84	6

	PROPOSERS	Qualifications and Experience of the Firm	Technical Approach and Methodology	Fees	Total	Local Preference	Grand Total	Ordinal Ranking
William Silliman	ERP Consulting Services							
#		Max. 40 Pts	Max. 40 Pts	Max. 20 Pts	Max 100 Pts.	Max 5 or 3 Pts	Max 105 Pts	Rank
1	BerryDunn, McNeil, & Parker	20	20	15	55	0	55	5
2	Client First Technology	30	35	18	83	0	83	1
3	Plante Moran, PLLC	30	35	15	80	0	80	2
4	Schafer Consulting	30	25	12	67	0	67	3
5	Sciens LLC	25	25	15	65	0	65	4
6	The Persimmon Group	15	20	15	50	0	50	6

	Proposers	FINAL ORDINAL	Final
#	ERP Consulting Services	POINTS	Rank
1	BerryDunn, McNeil, & Parker	16	3
2	Client First Technology	11	2
3	Plante Moran, PLLC	10	1
4	Schafer Consulting	21	5
5	Sciens LLC	16	3
6	The Persimmon Group	29	6



Village of Wellington

Legislation Text

File #: 16-0339, **Version:** 1

ITEM: AWARD A CONTRACT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR THE BLUE CYPRESS SUBDIVISION AND RESOLUTION NO. R2016-52 FOR BUDGET AMENDMENT #2016-041

RESOLUTION NO. R2016-52: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2015-2016 BY ALLOCATING CONSTRUCTION SURETY BOND PROCEEDS TO COMPLETE THE BLUE CYPRESS SUBDIVISION IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Award of a contract to Wynn and Sons Environmental Construction Co., Inc. in the amount of \$130,192.20 for the construction of certain improvements for the Blue Cypress subdivision and approval of Resolution No. R2016-52 and accompanying Budget Amendment #2016-041.

EXPLANATION: Pursuant to Resolution R2013-27 approved by Council on April 9, 2013, the developer for the Blue Cypress subdivision, Palm Beach Polo Holdings, Inc., agreed to construct certain required improvements within the subdivision by January 15, 2016. As required by Wellington's Land Development Regulations, Palm Beach Polo Holdings Inc. posted surety for these required improvements. Palm Beach Polo Holdings, Inc. failed to construct these improvements by this date. For this reason, and as required by the Resolution R2013-27 and Wellington's land Development Regulations, the Village Engineer made a demand against the full amount of the surety (\$167,044.29) in order to construct the required improvements.

On May 1, 2016, Wellington advertised for bids for the work. On June 1, 2016, Wellington received only one (1) bid. The amount of the bid was extremely high (\$318,903.50) and was rejected.

This proposed construction contract with Wynn and Sons Environmental Construction Co., Inc. (Wynn and Sons) provides for the construction of all required road and drainage improvements. It also provides for the excavation for one (1) deep sanitary sewer connection. Details of scope of work are included in the attached task order/contract as Exhibit A. The total contract amount for this proposed contract is a lump sum of \$130,192.20. The pricing for the contract is based upon pricing in an annual contract (PBC Project #2015055) between Wynn and Sons and Palm Beach County, effective March 11, 2016 through March 1, 2017. Pursuant to Exhibit A, all work under this proposed contract will be completed by October 21, 2016.

Work and materials not included as part of this proposed contract with Wynn and Sons will be provided by other contractors and vendors and will be procured and tracked pursuant to Wellington's policies. The value of individual contracts to other individual contractors and vendors will not exceed \$25,000. . The total value of all other contracts is estimated to be \$36,500.00, which is less than the \$36,852.09. All other work will be completed by October 21, 2016, as well.

Resolution No. R2016-52 and accompany Budget Amendment #2016-041 amends the General Fund Budget for Fiscal Year 2015-2016 by allocating \$167,000 in construction surety bond proceeds to complete the Blue Cypress Subdivision Improvements.

BUDGET AMENDMENT REQUIRED: YES

File #: 16-0339, Version: 1

PUBLIC HEARING: NO**QUASI-JUDICIAL:****FIRST READING:****SECOND READING:****LEGAL SUFFICIENCY:** YES

FISCAL IMPACT: Approval of the budget amendment will increase the General Fund revenue and expense budget by \$167,000. The surety bond proceeds have been received and will pay the cost of the improvements for no net fiscal impact.

WELLINGTON FUNDAMENTAL: Responsible Government

RECOMMENDATION: Award of a contract to Wynn and Sons Environmental Construction Co., Inc. in the amount of \$130,192.20 for the construction of certain improvements for the Blue Cypress subdivision and approval of Resolution No. R2016-52 and accompanying Budget Amendment #2016-041.

RESOLUTION NO. R2013-27

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
ACCEPTING AND APPROVING A REPLAT OF A PORTION OF
THE BLUE CYPRESS OF PALM BEACH POLO AND COUNTRY
CLUB – WELLINGTON P.U.D. PLAT LYING IN SECTION 15,
TOWNSHIP 44 SOUTH, RANGE 41 EAST, VILLAGE OF
WELLINGTON, PALM BEACH COUNTY, FLORIDA.**

WHEREAS, the proposed plat is a replat of a portion of the Blue Cypress of Palm Beach Polo and Country Club – Wellington P.U.D. plat recorded in PB 90, Pg. 3-5 of the Public Records of Palm Beach County encompassing a total of 24.77 acres and lying in Section 15, Township 44, Range 41 East, Village of Wellington, Palm Beach County, Florida; and

WHEREAS, the revised plat conforms to the approved Site and Master Plans, Land Development Regulations; and

WHEREAS, the revised plat has been reviewed and found to be consistent with the preliminary plat approval for Technical Compliance; and

WHEREAS, all necessary dedications and fees have been supplied to the Village of Wellington; and

WHEREAS, the Engineering Department recommends that Council accept and approve the proposed plat.

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

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

SECTION 2. The Wellington Council hereby accepts and approves the Blue Cypress Replat at Palm Beach Polo and Country Club, a copy of which is attached hereto as Exhibit "A", and hereby authorizes the Mayor and Clerk to execute the plat to be recorded.

SECTION 3. Upon recordation of the replat, the replat shall govern those areas included under the replat and these same areas included on the original plat shall be automatically and simultaneously vacated and annulled. The replat shall not govern areas not included in the replat. The preexisting original plat shall remain in effect for these areas.

SECTION 4. All required infrastructure improvements for this development shall be completed prior to the recordation of the plat or, in the alternate, improvements shall

1 be bonded in accordance with Wellington's Land Development Regulations.

2
3 **SECTION 5.** All improvements required under the Settlement Agreement (Blue
4 Cypress Boulevard - Tract F2, drainage and utilities), and intended to serve Tract A,
5 shall be completed: a) within thirty-three (33) months, which is non extendable for any
6 reason, of the issuance of the Land Development Permit authorizing these
7 improvements or b) within twelve (12) months of the issuance of a building permit for a
8 building on Tract A or C, or c) prior to the issuance of a land development permit for
9 vertical construction on Tract G-1, , whichever of these events occurs first. For the
10 purposes of this Resolution, Tracts A and C (currently owned by Chukker Holdings) are
11 those tracts depicted on the Blue Cypress of Palm Beach Polo and Country Club –
12 Wellington P.U.D. recorded in Plat Book 90, Page 3 of the Public Records of Palm
13 Beach County, Florida. The recordation of the replat is subject to and conditioned upon
14 the recordation of the Easement Agreement in substantially the form attached to this
15 Resolution and confirmation by Chukker Holdings that the executed Grant of Easement
16 attached to the Easement Agreement has been delivered in escrow to Chukker
17 Holdings.

18
19 **SECTION 6.** This Resolution shall become effective immediately upon adoption.

20
21
22
23 **PASSED AND ADOPTED** this 9TH day of April, 2013.

24
25
26
27 **ATTEST:**

WELLINGTON

28
29
30 By: Awilda Rodriguez
31 Awilda Rodriguez, Wellington Clerk

By: Bob Margolis
Bob Margolis, Mayor

32
33 **APPROVED AS TO FORM**
34 **AND LEGAL SUFFICIENCY**

35
36
37 By: [Signature]
38 Attorney for Wellington
39
40

BLUE CYPRESS IMPROVEMENTS**CONTRACT/ WORK ORDER****WYNN AND SONS ENVIRONMENTAL CONSTRUCTION CO., INC.**

SCOPE OF WORK: The scope of work for Wynn and Sons (W&S) shall be as follows:

- 1) Demolition – W&S shall remove and dispose all required existing concrete sidewalk and valley gutter and asphalt paving associated with the north segment of storm sewer piping and connection and the northern most sanitary sewer connection.
- 2) Sitework – W&S shall perform all clearing and grubbing and all finished grading and seeding and mulching for the project.
- 3) New Road – W&S shall excavate, grade and dispose all existing soil down the top of the subbase elevation, compact the subbase, install and compact the 8-1/2" shellrock base, grade the base rock to elevation and grade, prime coat base and pave with 1-1/2" of S-III asphalt or equal.
- 4) Road Restoration (north storm sewer and sanitary sewer) – W&S shall sawcut existing asphalt around trenches, backfill and compact trenches, install and compact 8-1/2" shellrock base, grade base rock to elevation and graderock, prime baserock and pave with 1-1/2" of S-III asphalt or equal.
- 5) Concrete Restoration – W&S will install and compact baserock, form and place concrete sidewalk and valley gutter.
- 6) Drainage – W&S shall dewater, excavate, install 163 LF of 18" RCP pipe, install 1 doghouse manhole and 2 catch basins, connect 18" pipe to manhole/catch basins, install frames and covers and grates and backfill, compact and grade soil.
- 7) Sanitary Sewer – W&S will excavate for deep sanitary sewer connection.

SCHEDULE: W&S shall commence the work on or about September 19, 2016, or earlier with notification to Wellington, and shall complete all work by October 21, 2016.

PAYMENT AND TERMS: Payment shall be in one lump sum amount upon acceptance of the work by Wellington. The lump sum payment shall equal no more than \$130,192.20, unless approved in writing by Wellington, for the work, as detailed in the attached Schedule of Values and as detailed in the attached "Annual Pathway and Minor Construction – PBC Project #2015055" Contract between Palm Beach County and Wynn and Sons Environmental Construction Co., Inc. The terms of this contract shall be the standard contract terms of the Village of Wellington.

Approved Wynn & Sons Environmental Construction Co. Inc
Authorized Company Representative

Approved Village of Wellington
Anne Gerwig – Mayor

Date

Date

Blue Cypress Subdivision
Schedule of Values

ITEM	DESCRIPTION	PBC CONTRACT LINE ITEM #	ESTIMATED QUANTITY	UNIT	PBC CONTRACT UNIT COST	TOTAL ESTIMATED COST
DEMOLITION						
1	Concrete Valley Gutter Removal (north san sewer connection)	101	40.0	LF	\$3.00	\$120.00
2	4" Concrete Removal (north san sewer connection)	48	17.8	SY	\$7.00	\$124.44
3	Remove Existing Asphalt (full depth) - (north san & storm sewer)	20	233.3	SY	\$1.00	\$233.33
				SUBTOTAL DEMOLITION:		\$477.78
SITEWORK						
1	Clearing & Grubbing	4	0.69	AC	\$55.00	\$37.88
2	Seeding & Mulching	19	3765	SY	\$0.385	\$1,449.53
3	Finish Grading	17	3765	SY	\$3.00	\$11,295.00
				SUBTOTAL SITEWORK:		\$12,782.40
NEW ROAD						
1	Shallow Excavation (<4')	15	513.2	CY	\$5.00	\$2,565.85
2	8" Base Including Prime Coat	25	2288	SY	\$20.00	\$45,760.00
3	Finish Existing Rock Base	29	2288	SY	\$3.00	\$6,864.00
4	Type S-III Asphalt (<300 tons)	36	175	TON	\$115.00	\$20,125.00
5	Concrete Flush Header Curb (PBC Standard)	106	80	LF	\$25.00	\$2,000.00
7	Thermoplastic Pavement Marking	91	120	LF	\$5.00	\$600.00
				SUBTOTAL NEW ROAD:		\$77,914.85
ASPHALT RESTORATION - EXIST ROAD						
2	8" Base Including Prime Coat	25	230	SY	\$20.00	\$4,600.00
3	Finish Existing Rock Base	29	230	SY	\$3.00	\$690.00
4	Type S-III Asphalt (<300 tons)	19	30	TON	\$115.00	\$3,450.00
				SUBTOTAL NEW ROAD:		\$8,740.00
CONCRETE RESTORATION						
1	4" Concrete Pathway - 10 sy to less then 50 sy	46	17.8	SY	\$50.00	\$888.89
2	Concrete Valley Gutter	100	40.0	LF	\$9.00	\$360.00
				SUBTOTAL ASPHALT RESTORATION - EXIST. ROAD:		\$9,988.89
DRAINAGE						
1	Ditch Bottom Inlet Type C	57	2	EA	\$2,800.00	\$5,600.00
2	Manhole (Type P-8 <10')	64	1	EA	\$2,900.00	\$2,900.00
3	Premium for Conflict Condition	66	1	EA	\$2,000.00	\$2,000.00
4	Steel Frame & Grate	144	3	EA	\$350.00	\$1,050.00
5	18" RCP	124	163	LF	\$33.50	\$5,460.50
6	Modify, Repair Exist. Curb Inlet	141	1	EA	\$1,500.00	\$1,500.00
				SUBTOTAL DRAINAGE:		\$18,510.50
DEEP SEWER CONNECTION						
1	Excavation	14	356	EA	\$5.00	\$1,777.78
				SUBTOTAL DEEP SEWER:		\$1,777.78
				TOTAL ITEMS:		\$130,192.20

ANNUAL PATHWAY AND MINOR CONSTRUCTION
PBC PROJECT #2015055

ANNUAL PATHWAY AND MINOR CONSTRUCTION PBC PROJECT #2015055				ENGINEERS ESTIMATE	Wynn & Sons	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	TOTAL
REGULAR PAY ITEMS						
1	EMERGENCY RESPONSE, LESS THAN 6 HOURS	5	EA	\$330.00	\$ 50.00	\$ 250.00
2	EMERGENCY RESPONSE, 6 HOURS TO 24 HOURS	10	EA	\$330.00	\$ 50.00	\$ 500.00
3	EMERGENCY RESPONSE, 24 HOURS TO 72 HOURS	12	EA	\$330.00	\$ 50.00	\$ 600.00
4	CLEARING & GRUBBING	60	AC	\$55.00	\$ 50.00	\$ 3,000.00
5	MAIL BOXES (RESET)	150	EA	\$5.50	\$ 25.00	\$ 3,750.00
6	STUMP REMOVAL	75	EA	\$27.50	\$ 100.00	\$ 7,500.00
7	TREE REMOVAL (less than 12" caliper)	50	EA	\$55.00	\$ 100.00	\$ 5,000.00
8	TREE REMOVAL (12" - 24" caliper)	50	EA	\$65.00	\$ 100.00	\$ 5,000.00
9	TREE REMOVAL (Palms - all sizes)	50	EA	\$50.00	\$ 100.00	\$ 5,000.00
10	TREE RELOCATION	20	EA	\$55.00	\$ 100.00	\$ 2,000.00
11	VEGETATION RELOCATION (INCLUDING WATERING)	10	HR	\$22.00	\$ 100.00	\$ 1,000.00
12	BIO-BARRIER (19.5" WIDE) (FURNISH & INSTALL)	150	LF	\$11.00	\$ 30.00	\$ 4,500.00
13	TOP SOIL (6" THICK)	2,500	SY	\$4.40	\$ 3.00	\$ 7,500.00
14	EXCAVATION	7,000	CY	\$7.70	\$ 5.00	\$ 35,000.00
15	SHALLOW EXCAVATION (DEPTH <4 FT.)	5,000	CY	\$6.50	\$ 5.00	\$ 25,000.00
16	EMBANKMENT	3,000	CY	\$11.00	\$ 7.00	\$ 21,000.00
17	FINISH GRADING	9,000	SY	\$11.00	\$ 3.00	\$ 27,000.00
18	SODDING (TO MATCH EXISTING) (SEE NOTES)	65,000	SY	\$1.65	\$ 1.50	\$ 97,500.00
19	SEEDING AND MULCHING	500	SY	\$0.385	\$ 0.50	\$ 250.00
20	REMOVE EXISTING ASPHALT (FULL DEPTH) (SEE NOTES)	17,000	SY	\$5.50	\$ 1.00	\$ 17,000.00
21	MILL EXISTING ASPHALT, FULL SIZE MILLING MACHINE - 1/2 DAY (SEE NOTES)	15	EA	\$3,850.00	\$ 3,500.00	\$ 52,500.00
22	MILL EXISTING ASPHALT, PORTABLE MILLING MACHINE (SEE NOTES)	2,000	SY	\$2.20	\$ 5.00	\$ 10,000.00
23	4" BASE (INCL. PRIME COAT)	5,000	SY	\$4.895	\$ 5.00	\$ 25,000.00
24	6" BASE (INCL. PRIME COAT)	750	SY	\$11.00	\$ 8.00	\$ 6,000.00
25	8" BASE (INCL. PRIME COAT)	100	SY	\$16.50	\$ 20.00	\$ 2,000.00
26	Optional Base Group 7	10,000	SY	\$15.00	\$ 11.00	\$ 110,000.00
27	Optional Base Group 13	10,000	SY	\$15.00	\$ 15.00	\$ 150,000.00
28	RECLAIMED ASPHALT PAVEMENT BASE (RAP) - 6" THICK	750	SY	\$11.00	\$ 5.00	\$ 3,750.00
29	FINISH EXISTING ROCK BASE (INCL. PRIME COAT)	500	SY	\$3.30	\$ 5.00	\$ 2,500.00
30	ASPHALT DRIVEWAY (1 1/2") (INCL. 6" BASE)	1,750	SY	\$13.20	\$ 14.50	\$ 25,375.00
31	ACSC TYPE S-I (1 1/4") (INCL. TACK COAT)	9,500	SY	\$8.25	\$ 6.50	\$ 61,750.00
32	ACSC TYPE S-III (1 1/4") (INCL. TACK COAT)	2,500	SY	\$8.80	\$ 8.50	\$ 21,250.00
33	ACSC TYPE S (<20 TONS ORDERS)	150	TN	\$275.00	\$ 200.00	\$ 30,000.00
34	ACSC TYPE S (20-50 TON ORDERS)	1,500	TN	\$165.00	\$ 130.00	\$ 195,000.00
35	ACSC TYPE S (51-100 TON ORDERS)	1,000	TN	\$165.00	\$ 149.00	\$ 149,000.00
36	ACSC TYPE S (>100 TON ORDERS)	2,000	TN	\$148.50	\$ 115.00	\$ 230,000.00
37	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	160	TN	\$115.00	\$ 150.00	\$ 24,000.00
38	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (>200 Ton Orders)	350	TN	\$110.00	\$ 103.95	\$ 36,382.50
39	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,800	TN	\$115.00	\$ 115.00	\$ 207,000.00
40	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (>200 Ton Orders)	4,000	TN	\$105.00	\$ 100.00	\$ 400,000.00
41	MISC. ASPHALT (0-50 TON ORDERS) (INCL. TACK COAT) (SEE NOTES)	200	TN	\$165.00	\$ 145.00	\$ 29,000.00
42	MISC. ASPHALT (>50 TON ORDERS) (INCL. TACK COAT) (SEE NOTES)	650	TN	\$165.00	\$ 120.00	\$ 78,000.00
43	Reuse millings for pathway (6" deep)	1,000	SY	\$15.00	\$ 5.00	\$ 5,000.00

ANNUAL PATHWAY AND MINOR CONSTRUCTION
PBC PROJECT #2015055

ITEM #	DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE		Wynn & Sons	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
44	SPEED HUMPS	250	SY	\$55.00	\$ 15,000.00	\$ 60.00	\$ 15,000.00
45	4" CONCRETE PATHWAY - LESS THAN 10 SY	100	SY	\$137.50	\$ 13,750.00	\$ 50.00	\$ 5,000.00
46	4" CONCRETE PATHWAY - 10 SY TO LESS THAN 50 SY	300	SY	\$49.50	\$ 14,850.00	\$ 50.00	\$ 15,000.00
47	4" CONCRETE PATHWAY - 50 SY OR GREATER	6,000	SY	\$37.785	\$ 226,740.00	\$ 24.00	\$ 144,000.00
48	4" CONCRETE REMOVAL	3,000	SY	\$13.20	\$ 39,600.00	\$ 7.00	\$ 21,000.00
49	6" CONCRETE PATHWAY (OR DRIVEWAY) - LESS THAN 8 SY	50	SY	\$148.50	\$ 7,425.00	\$ 200.00	\$ 10,000.00
50	6" CONCRETE PATHWAY (OR DRIVEWAY) - 8 SY TO LESS THAN 35 SY	250	SY	\$137.50	\$ 34,375.00	\$ 100.00	\$ 25,000.00
51	6" CONCRETE PATHWAY (OR DRIVEWAY) - 35 SY OR GREATER	7,500	SY	\$46.20	\$ 346,500.00	\$ 41.00	\$ 307,500.00
52	6" CONCRETE REMOVAL	3,000	SY	\$13.20	\$ 39,600.00	\$ 7.00	\$ 21,000.00
53	INLETS (CURB) (TYPE P-1) < 10'	10	EA	\$7,000.00	\$ 70,000.00	\$ 2,800.00	\$ 28,000.00
54	INLETS (CURB) (TYPE P-2) < 10'	10	EA	\$8,000.00	\$ 80,000.00	\$ 2,800.00	\$ 28,000.00
55	INLETS (CURB) (TYPE P-5) < 10'	10	EA	\$6,000.00	\$ 60,000.00	\$ 3,800.00	\$ 38,000.00
56	INLETS (CURB) (TYPE P-6) < 10'	10	EA	\$7,000.00	\$ 70,000.00	\$ 3,800.00	\$ 38,000.00
57	DITCH BOTTOM INLET TYPE C	10	EA	\$3,300.00	\$ 33,000.00	\$ 2,800.00	\$ 28,000.00
58	INLETS (DITCH BOTTOM) (TYPE D)	2	EA	\$6,000.00	\$ 12,000.00	\$ 3,800.00	\$ 7,600.00
59	INLET (REMOVE AND DISPOSE)	10	EA	\$5,000.00	\$ 50,000.00	\$ 500.00	\$ 5,000.00
60	INLETS (CURB) (TYPE P-1) (PARTIAL - TOP ONLY)	15	EA	\$4,000.00	\$ 60,000.00	\$ 2,000.00	\$ 30,000.00
61	INLETS (CURB) (TYPE P-2) (PARTIAL - TOP ONLY)	15	EA	\$4,000.00	\$ 60,000.00	\$ 2,000.00	\$ 30,000.00
62	INLETS (CURB) (TYPE P-5) (PARTIAL - TOP ONLY)	15	EA	\$3,000.00	\$ 45,000.00	\$ 2,000.00	\$ 30,000.00
63	INLETS (CURB) (TYPE P-6) (PARTIAL - TOP ONLY)	15	EA	\$3,000.00	\$ 45,000.00	\$ 2,000.00	\$ 30,000.00
64	MANHOLE (TYPE P-8) < 10'	20	EA	\$5,000.00	\$ 100,000.00	\$ 2,900.00	\$ 58,000.00
65	MANHOLE (TYPE 8) (PARTIAL - TOP ONLY)	10	EA	\$2,000.00	\$ 20,000.00	\$ 3,000.00	\$ 30,000.00
66	PREMIUM FOR CONFLICT CONDITION	5	EA	\$5,000.00	\$ 25,000.00	\$ 2,000.00	\$ 10,000.00
67	PREMIUM TO INCREASE BOX FROM P TO J	5	EA	\$5,000.00	\$ 25,000.00	\$ 1,500.00	\$ 7,500.00
68	PREMIUM TO INCREASE BOX DEPTH TO >10'	5	EA	\$5,000.00	\$ 25,000.00	\$ 1,900.00	\$ 9,500.00
69	CLOSED FLUME INLET - SINGLE	5	EA	\$350.00	\$ 1,750.00	\$ 1,000.00	\$ 5,000.00
70	CLOSED FLUME INLET - DOUBLE	5	EA	\$2,200.00	\$ 11,000.00	\$ 1,500.00	\$ 7,500.00
71	15" CONCRETE MITERED END SECTION	10	EA	\$550.00	\$ 5,500.00	\$ 750.00	\$ 7,500.00
72	18" CONCRETE MITERED END SECTION	5	EA	\$550.00	\$ 2,750.00	\$ 800.00	\$ 4,000.00
73	24" CONCRETE MITERED END SECTION	5	EA	\$600.00	\$ 3,000.00	\$ 900.00	\$ 4,500.00
74	36" CONCRETE MITERED END SECTION	2	EA	\$700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00
75	42" CONCRETE MITERED END SECTION	2	EA	\$700.00	\$ 1,400.00	\$ 1,500.00	\$ 3,000.00
76	15" BCCMP MITERED END SECTION	5	EA	\$550.00	\$ 2,750.00	\$ 750.00	\$ 3,750.00
77	18" BCCMP MITERED END SECTION	2	EA	\$550.00	\$ 1,100.00	\$ 800.00	\$ 1,600.00
78	24" BCCMP MITERED END SECTION	2	EA	\$550.00	\$ 1,100.00	\$ 900.00	\$ 1,800.00
79	SAND CEMENT ENDWALL	15	CY	\$220.00	\$ 3,300.00	\$ 500.00	\$ 7,500.00
80	YARD DRAIN (INDEX 282)	10	EA	\$1,320.00	\$ 13,200.00	\$ 1,100.00	\$ 11,000.00
81	PUMPING OR HAND PLACEMENT OF CONCRETE - 1/2 DAY	5	EA	\$440.00	\$ 2,200.00	\$ 500.00	\$ 2,500.00
82	PUMPING OR HAND PLACEMENT OF CONCRETE - 1 DAY	5	EA	\$660.00	\$ 3,300.00	\$ 1,000.00	\$ 5,000.00
83	PUMP MIX FOR CONCRETE PUMPING	50	CY	\$44.00	\$ 2,200.00	\$ 35.00	\$ 1,750.00
84	CAST-IN-PLACE AND/OR SURFACE APPLIED TACTILE SURFACE	5,500	SF	\$22.00	\$ 121,000.00	\$ 14.50	\$ 79,750.00
85	STAMPED COLORED CONCRETE (5" THICK)	100	SY	\$60.50	\$ 6,050.00	\$ 60.00	\$ 6,000.00
86	PAVER BRICK	100	SY	\$60.50	\$ 6,050.00	\$ 75.00	\$ 7,500.00
87	REMOVE PAVER BRICK	250	SY	\$5.50	\$ 1,375.00	\$ 20.00	\$ 5,000.00

ANNUAL PATHWAY AND MINOR CONSTRUCTION
PBC PROJECT #2015055

ITEM #	DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE		Wynn & Sons	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
88	RESET PAVER BRICK	250	SY	\$5.50	\$ 6,250.00	\$ 25.00	\$ 6,250.00
89	WHEEL STOPS - FURNISH & INSTALL	125	EA	\$27.50	\$ 3,437.50	\$ 20.00	\$ 2,500.00
90	REMOVE & RE-INSTALL WHEEL STOPS	100	EA	\$11.00	\$ 1,100.00	\$ 9.00	\$ 900.00
91	THERMOPLASTIC PAVEMENT MARKING (ALL WIDTHS & COLORS) (SEE NOTES)	750	SF	\$11.00	\$ 8,250.00	\$ 5.00	\$ 3,750.00
92	TRAFFIC PAINT (ALL WIDTHS & COLORS) (SEE NOTES)	1,500	SF	\$5.50	\$ 8,250.00	\$ 2.50	\$ 3,750.00
93	ADA HANDICAPPED PARKING SIGN - FURNISH & INSTALL	5	EA	\$110.00	\$ 550.00	\$ 350.00	\$ 1,750.00
94	SANDBLASTING - 1/2 DAY	20	EA	\$220.00	\$ 4,400.00	\$ 750.00	\$ 15,000.00
95	SANDBLASTING - FULL DAY	10	EA	\$330.00	\$ 3,300.00	\$ 1,200.00	\$ 12,000.00
96	CONCRETE CURB TYPE "D" (SEE NOTES)	1,300	LF	\$11.00	\$ 14,300.00	\$ 12.00	\$ 15,600.00
97	CONCRETE CURB TYPE "D" REMOVAL	700	LF	\$22.00	\$ 15,400.00	\$ 5.00	\$ 3,500.00
98	CONCRETE CURB & GUTTER TYPE "F"	11,000	LF	\$13.20	\$ 145,200.00	\$ 13.50	\$ 148,500.00
99	CONCRETE CURB & GUTTER TYPE "F" REMOVAL	3,500	LF	\$3.30	\$ 11,550.00	\$ 5.00	\$ 17,500.00
100	CONCRETE VALLEY GUTTER	1,500	LF	\$22.00	\$ 33,000.00	\$ 9.00	\$ 13,500.00
101	CONCRETE VALLEY GUTTER REMOVAL	3,000	LF	\$11.00	\$ 33,000.00	\$ 3.00	\$ 9,000.00
102	CONCRETE CURB & GUTTER (9") (PBC STANDARD)	115	LF	\$22.00	\$ 2,530.00	\$ 15.00	\$ 1,725.00
103	CONCRETE CURB & GUTTER (9") REMOVAL	25	LF	\$11.00	\$ 275.00	\$ 5.00	\$ 125.00
104	CONCRETE MOUNTABLE GUTTER (PBC STANDARD)	60	LF	\$22.00	\$ 1,320.00	\$ 15.00	\$ 900.00
105	CONCRETE MOUNTABLE GUTTER REMOVAL	45	LF	\$3.30	\$ 148.50	\$ 5.00	\$ 225.00
106	CONCRETE FLUSH HEADER CURB (PBC STANDARD)	25	LF	\$16.50	\$ 412.50	\$ 25.00	\$ 625.00
107	CONCRETE FLUSH HEADER CURB REMOVAL	500	LF	\$7.70	\$ 3,850.00	\$ 5.00	\$ 2,500.00
108	CONCRETE TRAFFIC SEPARATOR TYPE I	3,000	SY	\$55.00	\$ 165,000.00	\$ 25.00	\$ 75,000.00
109	CONCRETE TRAFFIC SEPARATOR TYPE IV	50	SY	\$55.00	\$ 2,750.00	\$ 45.00	\$ 2,250.00
110	CONCRETE TRAFFIC SEPARATOR REMOVAL	50	SY	\$110.00	\$ 5,500.00	\$ 6.00	\$ 300.00
111	CONCRETE GRAVITY WALL	50	CY	\$220.00	\$ 11,000.00	\$ 450.00	\$ 22,500.00
112	MISC. CONCRETE (INCL. REINFORCING STEEL)	100	CY	\$825.00	\$ 82,500.00	\$ 450.00	\$ 45,000.00
113	6' CHAIN LINK FENCE TYPE B - FURNISH & INSTALL	400	LF	\$11.00	\$ 4,400.00	\$ 32.00	\$ 12,800.00
114	CHAIN LINK FENCE - REMOVAL & DISPOSAL	250	LF	\$11.00	\$ 2,750.00	\$ 20.00	\$ 5,000.00
115	ALUMINUM PIPE HANDRAIL (3 RAIL)	150	LF	\$68.20	\$ 10,230.00	\$ 95.00	\$ 14,250.00
116	STEEL PIPE HANDRAIL (3 RAIL)	150	LF	\$72.00	\$ 10,800.00	\$ 65.00	\$ 9,750.00
117	SAFETY PIPE RAIL (2")	100	LF	\$11.00	\$ 1,100.00	\$ 65.00	\$ 6,500.00
118	DOUBLE RAIL WOOD FENCE - FURNISH & INSTALL	400	LF	\$27.50	\$ 11,000.00	\$ 39.00	\$ 15,600.00
119	DOUBLE RAIL WOOD FENCE - REMOVAL	100	LF	\$11.00	\$ 1,100.00	\$ 8.00	\$ 800.00
120	DOUBLE RAIL WOOD FENCE - RELOCATION	350	LF	\$27.50	\$ 9,625.00	\$ 18.00	\$ 6,300.00
121	STEEL BOLLARD	20	EA	\$55.00	\$ 1,100.00	\$ 350.00	\$ 7,000.00
122	REMOVABLE BOLLARD	75	EA	\$330.00	\$ 24,750.00	\$ 100.00	\$ 7,500.00
123	15" RCP	150	LF	\$35.20	\$ 5,280.00	\$ 43.50	\$ 6,525.00
124	18" RCP	1,000	LF	\$35.20	\$ 35,200.00	\$ 33.50	\$ 33,500.00
125	24" RCP	75	LF	\$44.00	\$ 3,300.00	\$ 55.00	\$ 4,125.00
126	36" RCP	25	LF	\$50.00	\$ 1,250.00	\$ 100.00	\$ 2,500.00
127	15" BCCMP	50	LF	\$38.50	\$ 1,925.00	\$ 43.50	\$ 2,175.00
128	18" BCCMP	50	LF	\$40.70	\$ 2,035.00	\$ 43.50	\$ 2,175.00
129	24" BCCMP	50	LF	\$44.00	\$ 2,200.00	\$ 55.00	\$ 2,750.00
130	15" A-2000 PVC Pipe	50	LF	\$55.00	\$ 2,750.00	\$ 50.00	\$ 2,500.00
131	18" A-2000 PVC Pipe	50	LF	\$44.00	\$ 2,200.00	\$ 50.00	\$ 2,500.00

ANNUAL PATHWAY AND MINOR CONSTRUCTION
PBC PROJECT #2015055

ITEM #	DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE		Wynn & Sons	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
132	24" A-2000 PVC Pipe	50	LF	\$55.00	\$ 2,750.00	\$ 55.00	\$ 2,750.00
133	18" HDPE Pipe	800	EA	\$22.00	\$ 17,600.00	\$ 30.00	\$ 24,000.00
134	42" CORRUGATED ALUMINUM PIPE (CAP)	25	LF	\$50.00	\$ 1,250.00	\$ 100.00	\$ 2,500.00
135	FRENCH DRAIN (15" CMP)	25	LF	\$66.00	\$ 1,650.00	\$ 75.00	\$ 1,875.00
136	FRENCH DRAIN (18" CMP)	25	LF	\$66.00	\$ 1,650.00	\$ 75.00	\$ 1,875.00
137	FRENCH DRAIN (24" CMP)	25	LF	\$66.00	\$ 1,650.00	\$ 75.00	\$ 1,875.00
138	RCP FRENCH DRAIN (15" RCP)	100	LF	\$66.00	\$ 6,600.00	\$ 75.00	\$ 7,500.00
139	RCP FRENCH DRAIN (18" RCP)	100	LF	\$66.00	\$ 6,600.00	\$ 75.00	\$ 7,500.00
140	RCP FRENCH DRAIN (24" RCP)	100	LF	\$66.00	\$ 6,600.00	\$ 75.00	\$ 7,500.00
141	MODIFY, REPAIR AND/OR REBUILD EXISTING CURB INLET	10	EA	\$550.00	\$ 5,500.00	\$ 1,500.00	\$ 15,000.00
142	ADJUST EXISTING MANHOLE OR INLET	25	EA	\$1,650.00	\$ 41,250.00	\$ 850.00	\$ 21,250.00
143	MODIFY INLET & INSTALL RETICULINE FRAME & GRATE	5	EA	\$550.00	\$ 2,750.00	\$ 750.00	\$ 3,750.00
144	STEEL RETICULINE FRAME & GRATE (INSTALLED)	25	EA	\$275.00	\$ 6,875.00	\$ 350.00	\$ 8,750.00
145	ADJUST VALVE BOX	150	EA	\$22.00	\$ 3,300.00	\$ 20.00	\$ 3,000.00
146	RELOCATE FIRE HYDRANT	10	EA	\$1,100.00	\$ 11,000.00	\$ 2,300.00	\$ 23,000.00
147	PULL BOXES (BROOKS)	5	EA	\$220.00	\$ 1,100.00	\$ 100.00	\$ 500.00
148	4" PVC PIPE (SCHEDULE 40)	100	LF	\$11.00	\$ 1,100.00	\$ 15.00	\$ 1,500.00
149	6" PVC PIPE (SCHEDULE 40)	200	LF	\$13.20	\$ 2,640.00	\$ 35.00	\$ 7,000.00
150	REPLACE SPRINKLER SYSTEM (COMPLETE)	275	LF	\$44.00	\$ 12,100.00	\$ 40.00	\$ 11,000.00
151	#57 COARSE AGGREGATE (FDOT)	10	TN	\$110.00	\$ 1,100.00	\$ 250.00	\$ 2,500.00
152	RUBBLE RIP-RAP	250	TN	\$220.00	\$ 55,000.00	\$ 100.00	\$ 25,000.00
153	TEMPORARY OR PERMANENT STEEL SHEET PILING	100	SF	\$59.40	\$ 5,940.00	\$ 60.00	\$ 6,000.00
154	SOUTHERN YELLOW PINE LUMBER - FURNISH & INSTALL	16,000	BF	\$8.25	\$ 132,000.00	\$ 8.00	\$ 128,000.00
155	SOUTHERN YELLOW PINE LUMBER - REMOVAL & DISPOSAL	20,000	BF	\$4.125	\$ 82,500.00	\$ 1.00	\$ 20,000.00
156	PIPE BOARDWALK DECKING & TOP RAIL (5/4" X 6") - FURNISH & INSTALL	1,000	LF	\$13.20	\$ 13,200.00	\$ 12.00	\$ 12,000.00
157	40 TON CRANE, CRAWLER OR WHEEL MOUNT - DAY	15	EA	\$1,100.00	\$ 16,500.00	\$ 1,500.00	\$ 22,500.00
158	3 CY LOADER - DAY	10	EA	\$220.00	\$ 2,200.00	\$ 500.00	\$ 5,000.00
159	1-1/2 CY BACKHOE - DAY	10	EA	\$220.00	\$ 2,200.00	\$ 500.00	\$ 5,000.00
160	12'X18' MODULAR ACCESSIBLE FLOATING DOCK WITH INCLINED KAYAK LAUNCH & ALUMINUM 4'X32' GANGWAY	1	EA	\$5,000.00	\$ 5,000.00	\$ 25,500.00	\$ 25,500.00
161	Pavement Texturing: IMPRINT NEW INSTALLATION	100	SY	\$22.00	\$ 2,200.00	\$ 50.00	\$ 5,000.00
162	Pavement Texturing: HEAT & IMPRINT EXISTING PAVEMENT	100	SY	\$22.00	\$ 2,200.00	\$ 35.00	\$ 3,500.00
163	Pavement Texturing: COLORED COATING - STANDARD FORMULA	100	SY	\$22.00	\$ 2,200.00	\$ 20.00	\$ 2,000.00
164	Pavement Texturing: COLORED COATING - TRAFFIC FORMULA	100	SY	\$22.00	\$ 2,200.00	\$ 22.00	\$ 2,200.00
165	Pavement Texturing: SEALER CONCRETE	100	SY	\$22.00	\$ 2,200.00	\$ 20.00	\$ 2,000.00
166	8" TREATED TIMBER PILING	100	LF	\$34.375	\$ 3,437.50	\$ 35.00	\$ 3,500.00
167	10" TREATED TIMBER PILING	100	LF	\$41.25	\$ 4,125.00	\$ 36.00	\$ 3,600.00
168	10" TREATED TIMBERGUARD™ WOOD PILING	500	LF	\$55.00	\$ 27,500.00	\$ 51.00	\$ 25,500.00
169	12" SQUARE PRECAST PRE-STRESSED CONCRETE PILING	500	LF	\$68.20	\$ 34,100.00	\$ 62.00	\$ 31,000.00
170	14" SQUARE PRECAST PRE-STRESSED CONCRETE PILING	100	LF	\$75.90	\$ 7,590.00	\$ 65.00	\$ 6,500.00
TOTAL BID AMOUNT				\$ 5,512,996.00		\$ 4,299,932.50	

RESOLUTION NO. R2016-52

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
AMENDING THE GENERAL FUND BUDGET FOR FISCAL
YEAR 2015-2016 BY ALLOCATING CONSTRUCTION
SURETY BOND PROCEEDS TO COMPLETE THE BLUE
CYPRESS SUBDIVISION IMPROVEMENTS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Village of Wellington approved a contract award for the Blue Cypress Subdivision Improvements; and

WHEREAS, the Village of Wellington has received \$167,000 from surety bond funds related to the Project; and

WHEREAS, the surety bond proceeds are sufficient to cover the projected total cost of the Blue Cypress Subdivision Improvements; and

WHEREAS, a Budget Amendment, attached as Exhibit "A", has been prepared in accordance with Section 6 of Wellington's Charter and in compliance with §166.241 (4) (c) Florida's Statutes and Article VII, Purchasing Contracts, and Property Management Policies, Section 2-332 of Wellington's Code of Ordinances appropriating \$167,000 in construction surety bond proceeds to the General Fund revenue and operating expense budget for the purpose of completing the Blue Cypress Subdivision Improvements; and

WHEREAS, Wellington's Manager recommends approval of the Budget Amendment.

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

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

SECTION 2. The Wellington Council hereby approves the Budget Amendment #2016-041 as set forth in Exhibit "A" and authorizes the Mayor to execute the Amendment as presented.

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

PASSED AND ADOPTED this ____ day of _____, 2016.

ATTEST:

WELLINGTON

By: _____
Rachel R. Callovi, CMC, Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Village Attorney

Exhibit A

Village of Wellington, FL
Budget Amendment #2016-041
Fiscal Year 2015-2016

Amend to fund the Blue Cypress Subdivision Improvements from construction surety bond proceeds.

Description	GENERAL FUND		
	Fund Balance/Reserves	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Fund Balances (After Budgeted Use)			
Rate Stabilization Reserves	\$ 2,385,000		
Reserve for Insurances	\$ 1,150,000		
Emergency Reserves	\$ 2,483,625		
Unassigned Fund Balance	\$ 16,414,788		
Total Current Fund Budget		\$ 44,392,657	\$ 44,392,657
Budget Amendment:			
Surety Forfeitures		\$ 167,000	
Other Contractual Services			\$ 167,000
Budget Amendment Total	\$ -	\$ 167,000	\$ 167,000
Ending Fund Balances (Projected)			
Rate Stabilization Reserves	\$ 2,385,000		
Reserve for Insurances	\$ 1,150,000		
Emergency Reserves	\$ 2,483,625		
Unassigned Fund Balance	\$ 16,414,788		
Total Revised Fund Budget		\$ 44,559,657	\$ 44,559,657



Village of Wellington

Legislation Text

File #: 16-0278, Version: 1

ITEM: AUTHORIZATION TO EXECUTE A CHANGE ORDER WITH PIRTLE CONSTRUCTION, INC. FOR REQUESTED MODIFICATIONS TO THE COMMUNITY CENTER PROJECT INCLUDING EXTERIOR MODIFICATIONS, INTERIOR MODIFICATIONS AND STRUCTURAL REPAIR TO THE GAZEBO/OBSERVATION DECK DUE TO UNFORSEEN CONDITIONS

REQUEST: Authorization to execute a change order with Pirtle Construction, Inc., for requested modifications to the community center project as follows:

1. Exterior modifications - Not To Exceed \$29,963.12, this modification was to add a concrete pad to the mechanical equipment yard. The approved design used rock, the life of the equipment can be extended by changing to concrete and the life time maintenance expense savings will exceed the projected cost.
2. Interior modifications - Not To Exceed \$9,533.00, for the relocation of doorways to improve functionality in the green room for the main ball room. The wall is a fire rated wall which contributed to the cost.
3. Structural repair not to exceed \$ 18,000. This is for a repair to the observation deck. The gazebo was an add-on to the deck. The gazebo supports did not meet code and this condition was not known until demolition was started. This cost is to bring the gazebo pilings and support up to code. This problem could not have been identified prior to demolition of the sections of the deck that required replacement.

EXPLANATION: Over the course of the Wellington Community Center project, staff has worked with the design-build team to review and the project elements as design and construction progressed on the project. As the project evolved and during the course of construction, staff has developed its operating plan for the programs and overall operations at the facility. As such, staff discussed and required modifications to the design and construction. The design-build team proceeded on these requested modifications in order to minimize schedule impact to the overall project. Specifically, the exterior modifications that form a part of this change order address a post design problem identified in the mechanical equipment yard where rock was used in lieu of concrete. Over time that equipment maintenance and service life is improved as a result of the entire yard area being concrete. Unfortunately, this was missed in our design review and evaluation of the project. Interior modifications requested came about as a result of ongoing operational reviews by the staff for programs and events at the facility. As construction progressed, staff determined that a space previously designated as a conference room could also function well as a green room for the Grande Ballroom. Accordingly we requested that a connection to the second floor lobby space be provided in order to allow use of the conference room without having to access the staff offices. Lastly, a previous change order approved by Council assigned the contract with JRawn Enterprises for the gazebo/observation deck renovations and repair to Pirtle. Once work on the gazebo/observation deck commenced and demolition of portions of the structure was completed, an unforeseen condition was evident and requires additional work beyond the original scope of the renovation/repair work. This work was not contemplated in the original design as no demolition or destructive testing was completed as part of the design. When the designer observed the gazebo before demolition, a splice between the deck piling and gazebo piling was not visible. Post demolition, our review indicates that the connection (now visible) between the vertical piling is insufficient and not code compliant. The scope of the repairs is based on the design revision provided by the engineer of record.

Accordingly, staff recommends executing a change order with Pirtle Construction, Inc., for interior and exterior

File #: 16-0278, Version: 1

modifications as well as structural repairs to the gazebo/observation deck.

BUDGET AMENDMENT REQUIRED: YES

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: The cost of this change order will be offset by receipts from the Florida Land and Water Conservation Fund and the Cultural Affairs Fund grants. The two grants total \$700,000 in funding for the WCC project.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to execute a change order with Pirtle Construction, Inc., for requested modifications to the community center project including exterior modifications - Not To Exceed \$29,963.12, interior modifications - Not To Exceed \$9,533.00, and structural repair to the gazebo/observation deck due to unforeseen conditions - Not To Exceed \$18,880.00.



Village of Wellington

Legislation Text

File #: 16-0275, **Version:** 1

ITEM: RESOLUTION NO. R2016-45 (14365 ROLLING ROCK PLACE VACATION / ABANDONMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, VACATING A 12- FOOT WIDE UTILITY EASEMENT, APPROXIMATELY 268 LINEAR FEET, LOCATED BETWEEN THE UNIFIED PROPERTIES OF LOTS 3 AND 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON (14365 ROLLING ROCK PLACE); AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-45 to vacate/abandon a 12-foot wide utility easement, approximately 268 linear feet, located between the unified properties of Lots 3 and 4, Block 60, Saddle Trail Park of Wellington.

EXPLANATION: Francisco J. Gonzalez, Esq., with Gonzalez, Shenkman & Buckstein, P.L., on behalf of Christian and Tracy Harris, owners, is requesting to vacate/abandon a 12-foot wide utility easement, approximately 268 linear feet, located at 14365 Rolling Rock Place to construct an addition to an existing barn and improvements that will encroach into the easement. Lots 3 and 4, Block 60, Saddle Trail Park of Wellington were unified on May 12, 1999. The current process to allow a structure to encroach into an easement is to abandon the entire utility easement.

The Engineering Department and utility companies (Bellsouth, Comcast, FPL and Florida Public Utilities) determined the requested vacation of the utility easement is consistent with the public interest and will not adversely affect utility or maintenance access to other properties. The Vacation/Abandonment Application 16-20001(2016-032VAC) is provided for review.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING: YES

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2016-45 to vacate/abandon a 12-foot wide utility easement, approximately 268 linear feet, located between the unified properties of Lots 3 and 4, Block 60, Saddle Trail Park of Wellington.

RESOLUTION NO. R2016-45

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL,
VACATING A 12-FOOT WIDE UTILITY EASEMENT,
APPROXIMATELY 268 LINEAR FEET, LOCATED BETWEEN
THE UNIFIED PROPERTIES OF LOTS 3 AND 4, BLOCK 60,
SADDLE TRAIL PARK OF WELLINGTON (14365 ROLLING
ROCK PLACE); AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Wellington's Council, as the governing body, pursuant to the authority vested in Chapter 54, Code of Ordinances, has received a petition for the vacation / abandonment of a 12-foot wide utility easement, approximately 268 linear feet, located between the unified properties of Lots 3 and 4, Block 60 of Saddle Trail Park of Wellington, hereinafter described as the "easement," and depicted on the Sketch of Description attached hereto as Exhibit 1; and

WHEREAS, the petition to vacate the said easement was submitted by Francisco J. Gonzalez, Esq., Gonzalez, Shenkman, & Buckstein, P.L., agent, on behalf of Christian and Tracy Harris, owners; and

WHEREAS, said petition substantially complies with the terms and conditions of the vacation as set forth in Chapter 54, Code of Ordinances.

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

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

SECTION 2: The 12-foot wide utility easement, approximately 268 linear feet, located between the unified properties of Lots 3 and 4, Block 60 of Saddle Trail Park of Wellington, as recorded in Plat Book 41 at Pages 103-105 of the Public Records of Palm Beach County, Florida, is hereby vacated and closed, and the Council does hereby renounce and disclaim any right or interest of Wellington and the Public, in the portion of the easement illustrated on the Sketch of Description attached hereto as Exhibit 1; and made part hereof.

SECTION 3: Notice of the adoption of this Resolution shall be published once in the Palm Beach Post within thirty (30) days of the date of adoption of this Resolution in accordance with Chapter 54, Code of Ordinances.

SECTION 4: A certified copy of this Resolution shall be recorded in the public records in accordance with Chapter 54, Code of Ordinances.

SECTION 5: The provisions of this Resolution shall become effective immediately upon adoption.

1 **SECTION 6:** The Council's determination of whether to approve the petition, being
2 a legislative determination, is final and binding and is not subject to appeal or judicial
3 review.
4

5 **PASSED AND ADOPTED THIS 9th day of August, 2016.**
6
7

8 **ATTEST:**

WELLINGTON, FLORIDA

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11 BY: _____
12 Rachel Callovi, Village Clerk

 BY: _____
 Anne Gerwig, Mayor

13
14
15 **APPROVED AS TO FORM AND**
16 **LEGAL SUFFICIENCY**
17

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19 BY: _____
20 Laurie Cohen, Village Attorney
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Exhibit 1 – Sketch and Description of Easement Abandonment

SKETCH AND DESCRIPTION OF A 12' FOOT UTILITY EASEMENT ABANDONMENT FOR LOTS 3 & 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON

LEGAL DESCRIPTION: ABANDONMENT OF A 12' UTILITY EASEMENT

A PARTIAL ABANDONMENT OF A 12 FOOT UTILITY EASEMENT LYING IN PORTIONS OF LOTS 3 AND 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 41, AT PAGES 103-105, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northeast corner of said Lot 4, Block 60; thence run South 02°12'08" West along the East line of said Lot 4, Block 60 for a distance of 6.00 feet to the POINT OF BEGINNING; thence run South 89°45'25" East for a distance of 6.00 feet; thence run South 02°12'08" West for a distance of 268.80 feet to a point on a Non-Tangent curve; said curve being concave to the South having a radius of 4803.30 Feet, a central angle of 00°08'35" and a Chord Bearing of North 87°47'52" West; thence run Westerly along the arc of said curve for a distance of 12.00 feet; thence run North 02°12'08" East for a distance of 268.39 feet; thence run South 89°45'25" East for a distance of 6.00 feet to the POINT OF BEGINNING.

AREA OF EASEMENT ABANDONMENT CONTAINS: 3223 S.F.— 0.07 ACRE

Property Control No. 73-41-44-17-01-060-0030

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(561) 790-4471
FILE NO.4756 (06-28-16)
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RICHARD G. RADER, PLS
Florida Certificate No. 4881

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JUN 28 2016

VILLAGE OF WELLINGTON
PLANNING AND COMMUNITY DEVELOPMENT



**WELLINGTON
PLANNING & ZONING DIVISION
STAFF REPORT**

I. PETITION DESCRIPTION:

Petition Number: 16-200001 (2016-032 VAC)

Petition Name: 14399 Rolling Rock Place Vacation

Petitioner/ Owner: Christian and Tracy Harris
14365 Rolling Rock Place
Wellington, FL 33414

Agent: Francisco J. Gonzalez, Esq.
Gonzalez, Shenkman, & Buckstein, P.L.
1035 South State Road 7, Suite 312
Wellington, Florida 33414

Location Address: 14365 Rolling Rock Place

Parcel control
Number: 73-41-44-17-01-060-0030

Land Use: Residential "B"

Zoning: Agricultural Residential/Planned Unit Development/
Equestrian Overlay Zoning District Subarea B
(AR/PUD/EOZD)

II. REQUEST:

To vacate/abandon a 12-foot wide utility easement, approximately 268 linear feet, located between the unified Lots 3 and 4 of Block 60, Saddle Trail Park of Wellington, as recorded in Plat Book 41 at Pages 103-105, inclusive, of the Public Records of Palm Beach County, Florida. The owner is seeking the vacation/abandonment to construct an addition to an existing stable and accessory structures which will encroach into the easement as it is located in the center of the unified properties.

III. LOCATION:

The subject property is located within Saddle Trail Park at 14365 Rolling Rock Place as indicated in Exhibit "A". The property currently has a single family residence, stable, and sand ring and is surrounded by other similar single family homes with equestrian structures.

IV. BACKGROUND:

The subject property was purchased by the current owners on June 26, 2015. A Unity of Title was recorded for Lots 3 and 4, Block 60, Saddle Trail Park of Wellington (14365 and 14399 Rolling Rock Place) on May 12, 1999. The petitioner applied for this vacation/abandonment to construct an addition to an existing stable and accessory structures which will encroach into the easement as it is located in the center of the unified properties as indicated in Exhibit "B".

V. ANALYSIS:

The Wellington Code of Ordinances Chapter 54, Section 54(b) "Petitions for abandonment of rights-of-way and easements for utility, drainage or maintenance purposes", allows a property owner to petition Wellington to abandon, vacate, discontinue or close any existing easement following Wellington's prescribed application. The area of abandonment is a 12-foot wide utility easement, not a right-of-way, and therefore does not require consent from the abutting property owners but only a public hearing and notice of intent to abandon through local newspaper publication.

The owner of the subject property has applied to vacate/abandon a 12-foot wide utility easement, approximately 268 linear feet, located between the unified Lots 3 and 4, Block 60, Saddle Trail Park of Wellington as recorded in Plat Book 41 at Pages 103-105, inclusive, of the Public Records of Palm Beach County, Florida. The owner is seeking the vacation/abandonment to construct an addition to an existing stable and accessory structures which will encroach into the easement as it is located in the center of the unified properties. The process to allow a structure to encroach into an easement is to abandon either a portion or the entire easement in order to convey a clear title for the property. The owner is requesting this vacation/abandonment to ensure a clear title.

The Engineering Department and all utility companies (Comcast, FPL, Florida Public Utilities and AT&T) have no objections to vacate and abandon the 12-foot wide utility easement. The proposed 12-foot wide utility easement to be vacated / abandoned is depicted on the Sketch and Description (Exhibit C) prepared by Richard G. Rader, JDC Development Services, Inc., Registered Land Surveyor (FL Certificate No. 4861).

The Engineering Department has determined this request to vacate and abandon a 12-foot wide utility easement located between Lots 3 and 4 to be consistent with the public interest and will not adversely affect utility or maintenance access to other properties.

VI. STAFF RECOMMENDATION:

The Planning and Zoning Department recommends approval of Resolution No. R2016-45 (16-200001/2016-032 VAC) to vacate/abandon a 12-foot wide utility easement, approximately 268 linear feet, located between the unified Lots 3 and 4, Block 60, Saddle

Trail Park of Wellington as recorded in Plat Book 41 at Pages 103-105, inclusive, of the Public Records of Palm Beach County, Florida, as depicted on the Sketch and Description (Exhibit C) prepared by Richard G. Rader, JDC Development Services, Inc., Registered Land Surveyor (FL Certificate No. 4861).

Exhibit A:
Location Map

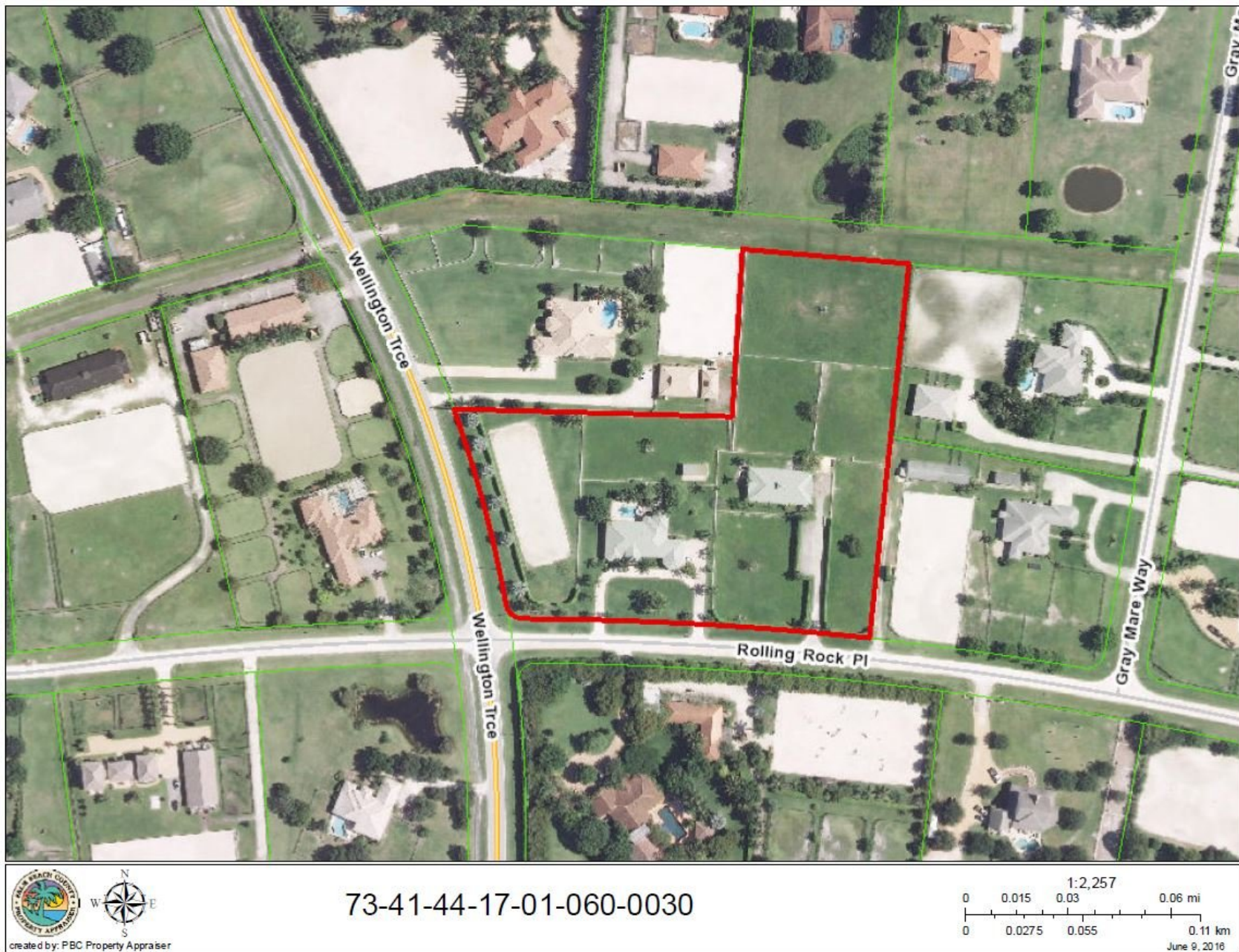


EXHIBIT B:
Boundary Survey

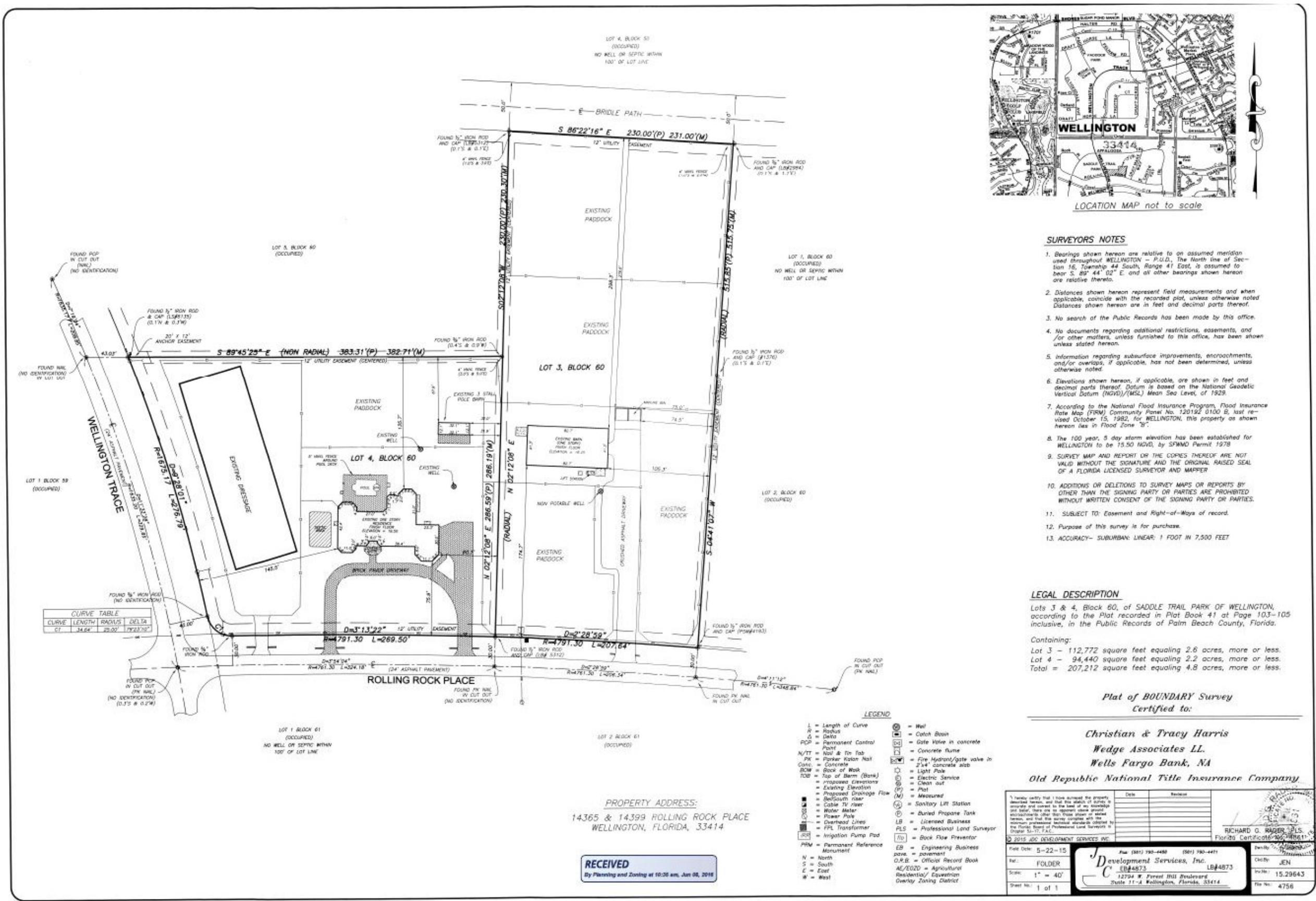


EXHIBIT C:
Legal Description and Sketch of Easement to be Abandoned

**SKETCH AND DESCRIPTION OF A 12' FOOT UTILITY EASEMENT ABANDONMENT
 FOR LOTS 3 & 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON**

LEGAL DESCRIPTION: ABANDONMENT OF A 12' UTILITY EASEMENT

A PARTIAL ABANDONMENT OF A 12 FOOT UTILITY EASEMENT LYING IN PORTIONS OF LOTS 3 AND 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 41, AT PAGES 103-105, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northeast corner of said Lot 4, Block 60; thence run South 02°12'08" West along the East line of said Lot 4, Block 60 for a distance of 6.00 feet to the POINT OF BEGINNING; thence run South 89°45'25" East for a distance of 6.00 feet; thence run South 02°12'08" West for a distance of 268.80 feet to a point on a Non-Tangent curve; said curve being concave to the South having a radius of 4803.30 Feet, a central angle of 00°08'35" and a Chord Bearing of North 87°47'52" West; thence run Westerly along the arc of said curve for a distance of 12.00 feet; thence run North 02°12'08" East for a distance of 268.39 feet; thence run South 89°45'25" East for a distance of 6.00 feet to the POINT OF BEGINNING.

AREA OF EASEMENT ABANDONMENT CONTAINS: 3223 S.F.— 0.07 ACRE

Property Control No. 73-41-44-17-01-060-0030

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RICHARD G. RADEB, PLS
 Florida Certificate No. 4861

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JUN 28 2016

VILLAGE OF WELLINGTON
 PLANNING AND ZONING DEPARTMENT

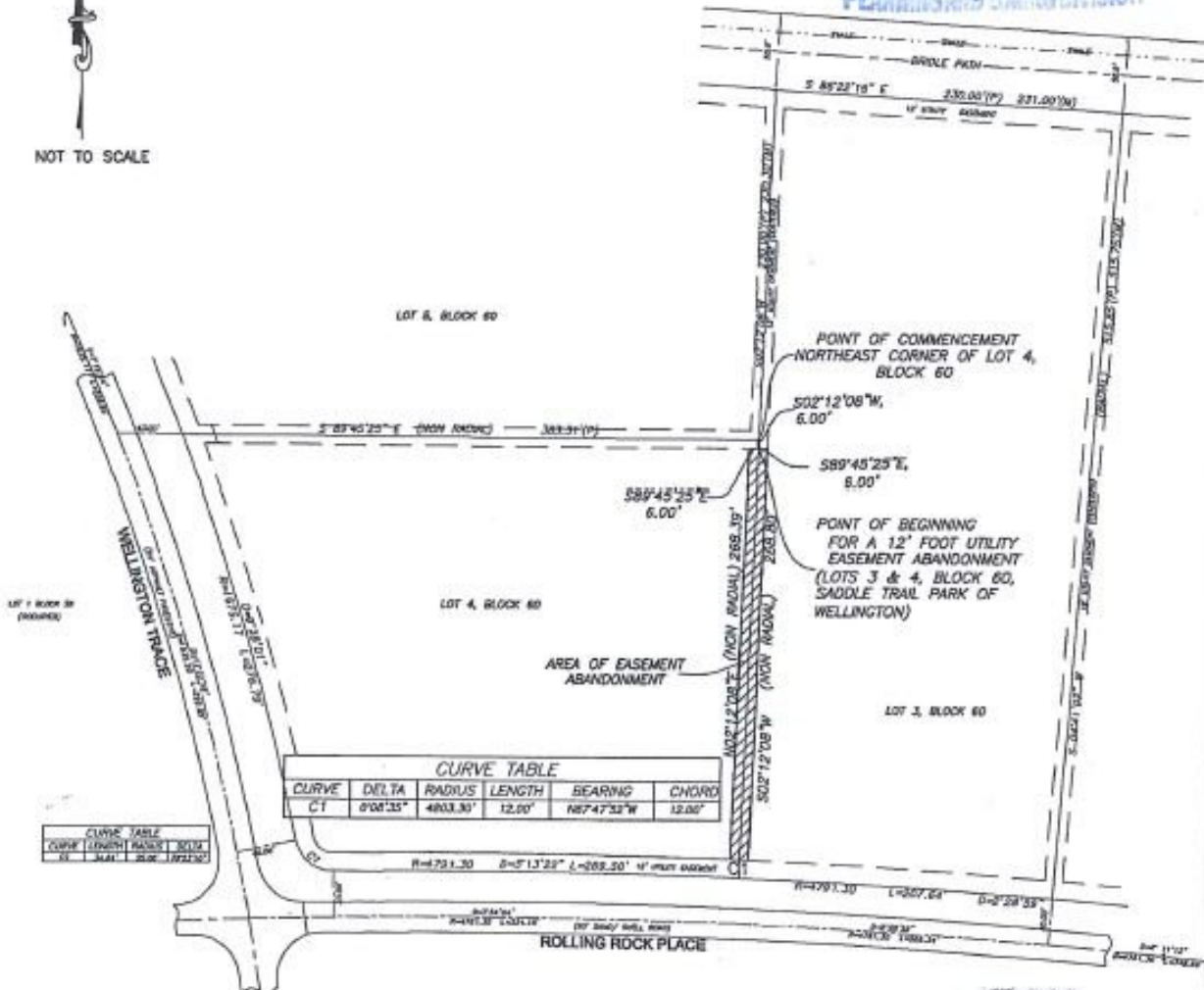


**SKETCH AND DESCRIPTION OF A 12' FOOT UTILITY EASEMENT ABANDONMENT
FOR LOTS 3 & 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON**

RECEIVED

JUN 20 2016

VILLAGE OF WELLINGTON
PLANNING AND ZONING DEPARTMENT



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FILE NO.4756 (06-20-16)
PAGE TWO OF TWO
NOT VALID WITHOUT PAGE ONE

RICHARD G. RADER, P.E.
Florida Certificate No. 24867





STAFF USE ONLY

RECEIVED

Intake Date: _____

By: _____

By Planning and Zoning at 10:38 am, Jun 08, 2016

Planning & Zoning12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications@wellingtonfl.gov**PART 1: PLANNING AND ZONING GENERAL APPLICATION**

(Completed Part 1 and 2 of the Application is required)

INSTRUCTIONS:

1. Date of required pre-application meeting: N/A
2. Please complete all questions on the application. If not applicable, indicate with N/A.
3. Provide required attachments as shown on the checklist (Part 2)
4. Check the appropriate type of request (Must complete Part 2 of the application specific to your request):

- | | | |
|---|--|---|
| <input type="checkbox"/> Administrative Appeal | <input type="checkbox"/> Development Order/
Amendment/Other | <input type="checkbox"/> Site Plan/Amendment/
Subdivision |
| <input type="checkbox"/> Administrative Variance | <input checked="" type="checkbox"/> Easement/Right-Of-Way | <input type="checkbox"/> Special Permit Use |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Vacation Abandonment | <input type="checkbox"/> Unity of Title/Unity of
Control/Release |
| <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Master Plan/Amendment | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Comprehensive Plan
Amendment | <input type="checkbox"/> Minor Site Plan Amendment | <input type="checkbox"/> Zoning Text Amendment |
| <input type="checkbox"/> Conditional Use/Compatibility
Determination | <input type="checkbox"/> Rezoning | |

Multiple requests may be selected. A completed Part 2 Application for each request shall be submitted with a completed Part 1: Planning and Zoning General Application.

Application Fee: \$ 1,500.00 (Total fee for all requests)

(Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)

I. PROPERTY OWNER AND AGENT INFORMATION

Property Owner(s) of Record: Christian and Tracy Harris

Address: 14399 Rolling Rock Place City: Wellington ST: FL Zip: 33414

Phone: _____ Cell: 917-880-8931

Email Address: tracyrharris@yahoo.com

Applicant (if other than owner): _____

Address: _____ City: _____ ST: _____ Zip: _____

Phone: _____ Cell: _____

Email Address: _____

Agent & Company Name: Francisco J. Gonzalez, Esq. Gonzalez, Shenkman & Buckstein, P.L.

Address: 1035 So. State Road 7 Ste 312 City: Wellington ST: FL Zip: 33414

Phone: 561-227-1575 Cell: _____

Email Address: fgonzalez@gsblawfirm.com

Consultants: If applicable to the request, please attach a separate list of all consultants that will provide information on this request. Include the name, address, telephone number, and fax number as well as the type of professional service provided.

Authorization or Power of Attorney must be attached if applicant is other than owner.

II. REQUEST

A. Describe type of request:

Easement Abandonment

III. PROPERTY LOCATION

A. Is the subject property located within one mile of another municipality? [] yes [X] no

If 'yes' please specify: _____

B. Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.

PCN: 73-41-44-17-01-060-0030

C. Total Acreage of Subject Property 4.7570

D. Project Name: _____

E. Project Address: 14399 Rolling Rock Place, Wellington, Florida 33414

F. General Location Description (proximity to closest major intersection in miles or fractions thereof):

Corner of Wellington Trace and Rolling Rock Place

IV. LAND USE AND ZONING INFORMATION

A. Zoning Designation: RE Future Land Use Designation: _____

B. Existing Use(s) on Property: Residential/Agricultural

C. Proposed Use(s): construction of a barn and improvements

D. Do you have a Zoning Confirmation for this project? If so, please attach _____

V. COMPLIANCE

(Attach additional sheets if necessary)

A. Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?

[X] yes [] no. If no, please explain: _____

B. Code Enforcement Case Number(s) _____

C. Report on the status of all previous conditions of approval: _____

VI. PROJECT HISTORY

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number
N/A		UNIT Y OF TITLE	2015	
N/A		RESIDENCE BUILT	1999	

VII. ADJACENT PROPERTIES

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE		RE	RESIDENTIAL	
NORTH		RE	RESIDENTIAL	
SOUTH		RE	RESIDENTIAL	
EAST		RE	RESIDENTIAL	
WEST		RE	RESIDENTIAL	

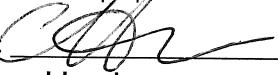
VIII. OWNER/APPLICANT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

I/We, the aforementioned owner(s), do hereby give consent to (Agent/Representatives Name) Francisco J. Gonzalez, Esquire to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the request(s) and property I/we own described in the attached application. Furthermore, as owner(s) of the subject property, I/we hereby give consent to the party designated above to agree to all terms or conditions that may arise as part of the approval of this application for the proposed use.

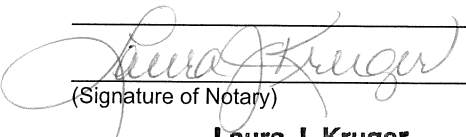
Signature(s) of Owner(s)  
 Print Name(s): Christian Harris Tracy R. Harris

NOTARY

STATE OF Florida
 COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of May, 2016 by Christian Harris & Tracy R. Harris They are He/She is personally known to me or has produced

as identification and did/did not take an oath.


 (Signature of Notary)

My Commission Expires: _____

Laura J. Kruger

(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)



LAURA J. KRUGER
 MY COMMISSION # FF 965753
 EXPIRES: May 22, 2020
 Bonded Thru Budget Notary Services

IX. AGENT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Signature(s) of Agent(s): _____

Print Name(s): **Francisco J. Gonzalez**

NOTARY

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of May, 2016 by Francisco J Gonzalez. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

(Signature of Notary)

Laura J. Kruger

(Name – Must be typed, printed, or stamped)

My Commission Expires: _____

(NOTARY'S SEAL OR STAMP)



LAURA J. KRUGER
MY COMMISSION # FF 965753
EXPIRES: May 22, 2020
Bonded Thru Budget Notary Services



Planning and Zoning Department

12300 Forest Hill Blvd., Wellington, FL 33414 Phone (561) 791-4000 pzapplications@wellingtonfl.gov

STAFF USE ONLY

Intake Date: _____

By: _____

Petition # _____

PART 2: EASEMENT / RIGHT-OF-WAY VACATION ABANDONMENT APPLICATION

I. SUBMITTAL CHECKLIST

PLEASE CHECK

YES NO N/A

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- a. Provide five (5) copies of the following items:
 1. Completed application (Part 1 and Part 2)
 2. Signed and sealed survey (not more than one year old) including any and all easements of record (referenced by OR Book and Page) prepared by a surveyor registered in the State of Florida.
 3. Sketch and Description accurately drawn and legally describing the area (easement, plat or right-of-way) to be abandoned.
 4. Location Map
 5. Completed Utility Easement Consent Forms.
 6. Warranty Deed for the property.
 7. Letters to the adjacent property owners. If the petition is for a vacation of a public right-of-way, notarized letters from all abutting property owners consenting to the abandonment are required.
 8. Tax records showing all taxes are paid to date.
- b. Application fee.
- c. A list identifying the ownership, including correct mailing addresses and legal descriptions, of the affected properties.
- d. A list and tax map of all property owners within a three hundred (300) foot radius of boundary lines of the property to be abandoned from the most recent tax roll information as provided by the Palm Beach County Property Appraiser's Office.
- e. Executed affidavit signed by the person responsible for completing the property owner list.
- f. One (1) set of POSTAGE PAID envelopes with the typed names of the owners within a three hundred (300) foot radius of the boundary lines of the subject property, Wellington's return address and completed certified mail cards required.
- g. Electronic files (PDF, JPEG, Word) of all items on the checklist, including the application, saved with proper corresponding title and legal description in Word format including the **legal description of the area to be abandoned in Word format.**

II. VACATION/ABANDONMENT AFFIDAVIT

The undersigned hereby petitions the Council of Wellington, to vacate, abandon, discontinue and close a (type and dimension of easement or right-of-way), 12 foot utility easement easement/right-of-way and to renounce and disclaim any right-of-way to Wellington and the public in and to any land in connection therewith.

The undersigned hereby certifies that:

1. The easement or right-of-way to be abandon was acquired and recorded in Plat Book 41 Page(s) 103-105 of the Public Records of Palm Beach County, Florida.
2. In the event this petition is granted, the vacation of the subject easement or right-of-way will not adversely affect other property owners.
3. The petition site is not a part of any Federal, State or Local highway/roadway jurisdiction and was not acquired or dedicated for Federal, State or Local highway/roadway purposes;
4. That attached hereto is a listing which clearly and legibly identifies the ownership, including correct mailing addresses and legal descriptions of the affected properties.
5. All applicable utilities providing service to or within the petition site have granted consent to the proposed vacation/abandonment (copy of consent forms enclosed).
6. The following constitutes a complete and accurate schedule of all owners abutting/affected properties. **Provide a copy of the letter sent to each property owner notifying them of the proposed abandonment. If the petition is for a vacation of a public right-of-way, notarized letters from all abutting property owners consenting to the abandonment are required.**

<u>Name</u>	<u>Address</u>	<u>Description of Property</u>
Kevin & Michele Flynn	14518 Wellington Trace, Wellington, FL 33414	Lot 5, Block 60, Saddle Trail Park of Wellington

6. A privilege fee may apply for any right-of-way that is under the jurisdiction and control of the Village Council/Acme Improvement District. The amount of the privilege fee is calculated pursuant to the method provided in Section 54-55 of the Wellington Code of Ordinance and will be established by the Village Council.

The purpose and justification for the vacation/abandonment is as follows:

Construction of a barn and improvements which cross through lots 3 and 4 and encroach into the easement.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE. FURTHER, I/WE UNDERSTAND THAT THIS APPLICATION BECOMES PART OF THE OFFICIAL RECORD OF THE WELLINGTON CLERKS OFFICE. I UNDERSTAND THAT ANY KNOWINGLY FALSE INFORMATION GIVEN WILL RESULT IN ENFORCEMENT ACTIONS BY THE VILLAGE.

Owner (Printed): Christian and Tracy Harris

Owner Signature: [Signature] Date: 5/25/16

[Signature]

5/25/16

NOTARY

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of May, 2016 By Christian and Tracy Harris, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

[Signature]

Signature of person taking Acknowledgement

Laura J. Kruger

Printed Signature

My Commission Expires:



LAURA J. KRUGER
MY COMMISSION # FF 965753
EXPIRES: May 22, 2020
Bonded Thru Budget Notary Services

RECEIVED

Page 174 of 226

By Planning and Zoning at 10:35 am, Jun 08, 2016

**Planning and Zoning Department**

12300 Forest Hill Blvd., Wellington, FL 33414 Phone (561) 791-4000 pzapplications@wellingtonfl.gov

III. UTILITIES EASEMENT VACATION/ABANDONMENT CONSENTCircle 1 utility per form and fax it to the number indicated.
(To be used for proposed abandonment of utility easements only)**Comcast Cable****Fax (561) 393-6209****AT&T****Fax (561) 964-3499****FP&L****Fax (561) 616-1625****Florida Public Utilities****Fax (561) 838-1769**

I am the record title holder of property located at 14399 Rolling Rock Place, Wellington, Florida.
 I propose to apply for a permit from the Village of Wellington to construct or install a _____
 _____ in the 12 foot utility _____ easement

on my property. The legal description of this property is LOT 3 & 4 BLOCK 60
 SUBDIVISION Saddle Trail Park of Wellington, PUD

In the event your company has no objections to this improvement please complete this form. I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

PROPERTY OWNER'S NAME Christian & Tracy Harris

PROPERTY OWNERS SIGNATURE _____

ACKNOWLEDGEMENT:

We agree to the proposed improvement under the circumstances described above,

Name of easement holder: _____

FLORIDA PUBLIC UTILITIES CO.**PO BOX 3395**By: PETER BONO**WEST PALM BEACH FL 33402-3395**Title: ENGINEERING TECHNICIANDate: 2/18/2016**48 HOURS BEFORE YOU DIG
CALL SUNSHINE****1-800-432-4770****IT'S THE LAW IN FLORIDA**

Please return this form to the applicant for submittal with the application.

Applicant contact information: Gonzalez, Shenkman & Buckstein, PL, Attn: L. Kruger,1035 South State Road 7, Suite 312, Wellington, FL 33414 Ph: 561-227-1575 FX: 227-1574



Planning and Zoning Department

12300 Forest Hill Blvd., Wellington, FL 33414 Phone (561) 791-4000 pzapplications@wellingtonfl.gov

III. UTILITIES EASEMENT VACATION/ABANDONMENT CONSENT

Circle 1 utility per form and fax it to the number indicated
(To be used for proposed abandonment of utility easements only)

Comcast Cable

Fax (561) 393-6209

AT&T

Fax (561) 964-3499

FP&L

Fax (561) 616-1625

Florida Public Utilities

Fax (561) 838-1769

I am the record title holder of property located at 14399 Rolling Rock Place, Wellington, Florida.
I propose to apply for a permit from the Village of Wellington to construct or install a barn and
improvements that cross Lots 3 & 4 in the 12 foot utility easement
on my property. The legal description of this property is LOT 3 & 4 BLOCK 60
SUBDIVISION Saddle Trail Park of Wellington, PUD

In the event your company has no objections to this improvement please complete this form. I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

PROPERTY OWNER'S NAME Christian & Tracy Harris

PROPERTY OWNERS SIGNATURE [Signature]

ACKNOWLEDGEMENT:

We agree to the proposed improvement under the circumstances described above,

Name of easement holder: Comcast

By: [Signature]

Title: Construction Tech III

Date: 2/20/2016

Please return this form to the applicant for submittal with the application.

Applicant contact information: Gonzalez, Shenkman & Buckstein, PL, Attn: L. Kruger,

1035 South State Road 7, Suite 312, Wellington, FL 33414 Ph: 561-227-1575 FX: 227-1574



Planning and Zoning Department

12300 Forest Hill Blvd., Wellington, FL 33414 Phone (561) 791-4000 pzapplications@wellingtonfl.gov

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(To be used for proposed abandonment of utility easements only)

Comcast Cable

Fax (561) 393-6209

✓ AT&T

Fax (561) 964-3499 (305) 552-5979

FP&L

Fax (561) 616-1625

Florida Public Utilities

Fax (561) 838-1769

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PROPERTY OWNER'S NAME Christian & Tracy Harris

PROPERTY OWNERS SIGNATURE Christian Harris

ACKNOWLEDGEMENT:

We agree to the proposed improvement under the circumstances described above,

Name of easement holder: AT & T

By: Angela Harris

Title: Mgr OSP Plan & Eng Design

Date: 8/22/16

Please return this form to the applicant for submittal with the application.

Applicant contact information: Gonzalez, Shenkman & Buckstein, PL, Attn: L. Kruger,

1035 South State Road 7, Suite 312, Wellington, FL 33414 Ph: 561-227-1575 FX: 227-1574



Planning and Zoning Department

12300 Forest Hill Blvd., Wellington, FL 33414 Phone (561) 791-4000 pzapplications@wellingtonfl.gov

10. UTILITIES EASEMENT VACATION/ABANDONMENT CONSENT

Circle 1 utility per form and fax it to the number indicated
(To be used for proposed abandonment of utility easements only)

Comcast Cable

Fax (561) 393-6209

AT&T

Fax (561) 964-3499

FP&L

Fax (561) 616-1625

Florida Public Utilities

Fax (561) 838-1769

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SUBDIVISION Saddle Trail Park of Wellington, PUD

In the event your company has no objections to this improvement please complete this form. I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

PROPERTY OWNER'S NAME Christian & Tracy Harris

PROPERTY OWNERS SIGNATURE [Signature]

ACKNOWLEDGEMENT:

We agree to the proposed improvement under the circumstances described above.

Name of easement holder: FP&L

By: [Signature]

Title: Eng. II

Date: 04/13/16

Please return this form to the applicant for submittal with the application.

Applicant contact information: Gonzalez, Shenkman & Buckstein, PL, Attn: L. Kruger, 561-
1035 South State Road 7, Suite 312, Wellington, FL 33414 Ph: 561-227-1575 FX: 227-1574

Planning, Zoning & Building Department

fax: (561) 791-4045

RECEIVED

By Planning and Zoning at 10:36 am, Jun 08, 2016

in the following manner:

- ## CONSTRUCTING A NEW RESIDENCE and barn

WITNESSES (2)

I HEREBY CERTIFY THAT ON THIS 22 day of April, A.D., 19 99, before me personally appeared Christy L. Spivey and the persons described in and who executed the foregoing instrument, and they acknowledged to me the execution thereof to be their free act and deed for the uses and purposes therein mentioned. He/She is personally known to me or has produced Devin Lee as identification and did/did not take an oath.

Sworn to and subscribed before me this

28 day of April, 19 98

HOWARD E. ABERNATHY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: 7/29/02

Notary Public

My commission expires 3/25/02

Hilda Pardo
12769 W Forest Hill
St E
Wellington, N.C. 33414



Prepared by and return to:

Donald P. Dufresne, Esquire
Attorney at Law
Greenspoon Marder PA
525 Okeechobee Blvd Suite 1570
West Palm Beach, FL 33401

File Number: Spire

CFN 20150238013
OR BK 27631 PG 0591
RECORDED 06/26/2015 09:58:33
Palm Beach County, Florida
AMT 2,965,238.56
Doc Stamp 20,757.10
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0591 - 593; (3pgs)

Parcel Identification No. 73-41-44-17-01-060-0030 & 73-41-44-17-01-060-0040

RECEIVED

By Planning and Zoning at 10:36 am, Jun 08, 2016

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 15th day of June, 2015 between Christopher L. Spire, Individually, and as Trustee of the Christopher L. Spire Living Trust, an unrecorded trust agreement dated June 11, 1998, as amended and restated; Christopher L. Spire, as Trustee of the Janet S. Spire Living Trust, an unrecorded trust agreement dated June 11, 1998, as amended, joined by his spouse, Laurie Joyce Leslie; and Laurie Joyce Leslie, Individually, and as Trustee of the Laurie Joyce Leslie Revocable Trust Agreement dated November 1, 2013, whose post office address is 14399 Rolling Rock Place, Wellington, FL 33414 of the County of Palm Beach, State of Florida, grantor*, and Christian C. Harris and Tracy R. Harris, husband and wife whose post office address is 14399 Rolling Rock Place, Wellington, FL 33414 of the County of Palm Beach, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lots 3 and 4, Block 60, SADDLE TRAIL PARK OF WELLINGTON, P.U.D., according to the map or Plat thereof, recorded in Plat Book 41, Page 103, Public Records of Palm Beach County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: D. P. DUFRESNE
 Witness Name: LISA A. CTR
 Witness Name: D. P. DUFRESNE
 Witness Name: LISA A. CTR
 Witness Name: D. P. DUFRESNE
 Witness Name: LISA A. CTR

Christopher L. Spire
 Christopher L. Spire, Individually, and as
 Trustee of the Christopher L. Spire Living
 Trust, an unrecorded trust agreement dated
 June 11, 1998, as amended and restated

Christopher L. Spire
 Christopher L. Spire, Individually, and as
 Trustee of the Janet S. Spire Living Trust,
 an unrecorded trust agreement dated June 11,
 1998, as amended

Laurie Joyce Leslie
 Laurie Joyce Leslie, Individually, and as
 Trustee of the Laurie Joyce Leslie Revocable
 Trust Agreement dated November 1, 2013

State of Florida
 County of Palm Beach

The foregoing instrument was acknowledged before me this 15th day of June, 2015 by Christopher L. Spire, Individually, and as Trustee of the Christopher L. Spire Living Trust, an unrecorded trust agreement dated June 11, 1998, as amended and restated, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public
 DONALD P. DUFRESNE
 Notary Public - State of Florida
 My Comm. Expires Nov 12, 2018
 Commission # FF 173424
 Bonded through National Notary Assn.

State of Florida
 County of Palm Beach

The foregoing instrument was acknowledged before me this 15th day of June, 2015 by Chrstopher L. Spire, as Trustee of the Janet S. Spire Living Trust, an unrecorded trust agreement dated June 11, 1998, as amended, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public
 DONALD P. DUFRESNE
 Notary Public - State of Florida
 My Comm. Expires Nov 12, 2018
 Commission # FF 173424
 Bonded through National Notary Assn.

State of Florida
County of Palm Beach

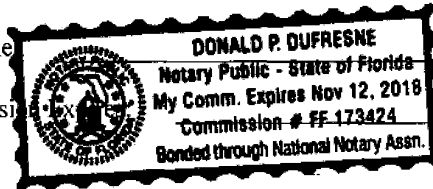
The foregoing instrument was acknowledged before me this 15th day of June, 2015 by Laurie Joyce Leslie, Individually, and as Trustee of the Laurie Joyce Leslie Revocable Trust Agreement dated November 1, 2013, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name

My Commission





NOTICE OF INTENT TO ABANDON

IT IS THE INTENT OF CHRISTIAN AND TRACY HARRIS, OWNERS, TO PETITION WELLINGTON COUNCIL TO VACATE, ABANDON, DISCONTINUE AND CLOSE A 12-FOOT WIDE UTILITY EASEMENT LEGALLY DESCRIBED AS FOLLOWS:

A 12 FOOT UTILITY EASEMENT LYING IN PORTIONS OF LOTS 3 AND 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 41, AT PAGES 103-105, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 60; THENCE RUN SOUTH 02°12'08" WEST ALONG THE EAST LINE OF SAID LOT 4, BLOCK 60 FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°45'25" EAST FOR A DISTANCE OF 6.00 FEET; THENCE RUN SOUTH 02°12'08" WEST FOR A DISTANCE OF 268.80 FEET TO A POINT ON A NON-TANGENT CURVE; SAID CURVE BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 4803.30 FEET, A CENTRAL ANGLE OF 00°08'35" AND A CHORD BEARING OF NORTH 87°47'52" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 12.00 FEET; THENCE RUN NORTH 02°12'08" EAST FOR A DISTANCE OF 268.39 FEET; THENCE RUN SOUTH 89°45'25" EAST FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF ABANDONMENT CONTAINS: **3,223 S.F. +/-**

PROPERTY CONTROL NO.: 73-41-44-17-01-060-0030

THE VACATION/ABANDONMENT PETITION WILL BE CONSIDERED BEFORE THE COUNCIL ON AUGUST 9, 2016 AT 7:00 PM AT THE WELLINGTON CITY HALL.

DATED: JULY 18, 2016

PUBLISH: JULY 25, 2016

**RESOLUTION NO. R2016-45**

THE WELLINGTON COUNCIL PURSUANT TO THE AUTHORITY PROVIDED IN THE CODE OF ORDINANCES CHAPTER 54, DIVISION 2, KNOWN AS THE WELLINGTON VACATING AND ABANDONMENT ORDINANCE, DID HOLD A MEETING ON AUGUST 9, 2016 PERTAINING TO RESOLUTION NO. R2016-45, TO VACATE, ABANDON, DISCONTINUE AND CLOSE A 12-FOOT WIDE UTILITY EASEMENT LEGALLY DESCRIBED AS FOLLOWS:

A 12 FOOT UTILITY EASEMENT LYING IN PORTIONS OF LOTS 3 AND 4, BLOCK 60, SADDLE TRAIL PARK OF WELLINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 41, AT PAGES 103-105, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 60; THENCE RUN SOUTH 02°12'08" WEST ALONG THE EAST LINE OF SAID LOT 4, BLOCK 60 FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°45'25" EAST FOR A DISTANCE OF 6.00 FEET; THENCE RUN SOUTH 02°12'08" WEST FOR A DISTANCE OF 268.80 FEET TO A POINT ON A NON-TANGENT CURVE; SAID CURVE BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 4803.30 FEET, A CENTRAL ANGLE OF 00°08'35" AND A CHORD BEARING OF NORTH 87°47'52" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 12.00 FEET; THENCE RUN NORTH 02°12'08" EAST FOR A DISTANCE OF 268.39 FEET; THENCE RUN SOUTH 89°45'25" EAST FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF ABANDONMENT CONTAINS: **3,223 S.F. +/-**

PROPERTY CONTROL NO.: **73-41-44-17-01-060-0030**

PROPERTY ADDRESS: **14365 ROLLING ROCK PLACE**

THE VACATION ABANDONMENT RESOLUTION NO. R2016-45 WAS DULY PASSED
AND RECORDED IN THE MINUTES OF THE COUNCIL.

WELLINGTON COUNCIL
VILLAGE OF WELLINGTON

DATED: AUGUST 9, 2016

PUBLISH: AUGUST 12, 2016



Legislation Text

File #: 16-0333, **Version:** 1

ITEM: RESOLUTIONS ADOPTING THE BUDGETS AND ASSESSMENT RATES FOR THE ACME IMPROVEMENT DISTRICT, WELLINGTON SOLID WASTE COLLECTION AND SADDLE TRAIL PARK SOUTH NEIGHBORHOOD AREA; AND RESOLUTIONS ADOPTING THE BUDGETS FOR THE LAKE WELLINGTON PROFESSIONAL CENTRE AND THE WATER AND WASTEWATER UTILITY.

- I. RESOLUTION NO. AC2016-03: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE DISTRICT BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE DISTRICT AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR CERTIFICATION OF THE DISTRICT'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**
- II. RESOLUTION NO. AC2016-04: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE WATER AND WASTEWATER UTILITY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.**
- III. RESOLUTION NO. R2016-54: A RESOLUTION OF THE COUNCIL OF WELLINGTON, FLORIDA ADOPTING THE SOLID WASTE COLLECTION PROGRAM BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AND LEVYING THE NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; PROVIDING FOR RATES AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON TO CERTIFY THE SOLID WASTE COLLECTION NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**
- IV. RESOLUTION NO. R2016-55: A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA COUNCIL ADOPTING THE LAKE WELLINGTON PROFESSIONAL CENTRE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.**
- V. RESOLUTION NO. R2016-56: A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA ADOPTING THE SADDLE TRAIL SOUTH NEIGHBORHOOD IMPROVEMENT AREA NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE AREA AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON FOR CERTIFICATION OF THE AREAS NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

REQUEST: Approval of Resolution numbers AC2016-03, AC2016-04, R2016-54, R2016-55 and R2016-56 as presented adopting the FY 2016-2017 budgets, assessment rates and appointing Mayor Anne Gerwig as the official authorized representative to certify the non-ad valorem assessment rolls.

File #: 16-0333, Version: 1**EXPLANATION:**

- I. Resolution No. AC2016-03 sets forth the Acme Improvement District budget and related non-ad valorem assessment for Fiscal Year 2016/2017.

The budget for Acme Improvement District totals approximately \$6.92 million at the non-ad valorem assessment rate of \$230 per assessment unit. This is the same as last year's rate and the proposed assessment approved for Truth in Millage (TRIM) purposes on July 12, 2016

- II. Resolution No. AC2016-04 adopts the Water and Wastewater utility budget for Fiscal Year 2016/2017. The budget for the utility totals \$19.56 million excluding depreciation.

For the fourth consecutive year, no change in water and wastewater rates is proposed for FY 2016/2017. The utility rate schedule is shown unchanged in Exhibit A of the resolution.

- III. Resolution No. R2016-54 adopts the Solid Waste Collection Program budget and related non-ad valorem assessment rates for Fiscal Year 2016/2017.

The budget for the Solid Waste Collection Program totals approximately \$3.94 million excluding depreciation.

Solid Waste assessment rates are proposed at \$135 per curbside unit and \$100 per containerized unit. This is the same as the proposed assessment approved for TRIM purposes on July 12, 2016 and \$5 less per unit than the prior year.

Exhibit B for Resolution No. R2016-54 sets forth the rates for FY 2016/2017. The Resolution provides for the Solid Waste Collection Program non ad-valorem assessment rates and special services rates; and authorizes Wellington to collect, at the time of issuance of the Certificate of Occupancy to newly constructed residential units, the same Solid Waste Collection and Recycling fee on a pro-rata basis, as all other residential units pay through the annual property assessment process. Funds received from the collection of the disposal fee will be used to compensate the Contractor for their disposal costs not covered by fees collected through the annual property assessment from assessed residential units. The fee collected is at the same rate as that collected by the Solid Waste Authority of Palm Beach County for disposal costs.

Exhibit C for the Resolution presents the Solid Waste Disposal Service rates for FY 2016/2017. The Solid Waste Authority assessment for single family units is proposed to remain the same at \$170 per unit and \$97 per multifamily/containerized unit.

- IV. Resolution No. R2016-55 adopts the Lake Wellington Professional Centre budget for Fiscal Year 2016/2017. The budget for the enterprise totals \$763,000 excluding depreciation.
- V. Resolution No. R2016-56 adopts the Saddle Trail Park South Neighborhood Improvement Area non-ad valorem assessment rates for Fiscal Year 2016/2017. The budget for the assessment revenue totals \$278,000 (adjusted for 5% discounts) in the Debt Service Fund and will be assigned to payment of the 15-year bond issued in 2016. The Debt Service Fund allocations will be adopted at the September budget hearings for governmental funds.

	Adopted FY 2016	Proposed FY 2017	Change
Acme Improvement District	\$230	\$230	\$0
Solid Waste Curbside/Container	\$140/105	\$135/100	(\$5)

File #: 16-0333, Version: 1

Water Base Rate	\$18.22	\$18.22	\$0
Per 1,000 gal usage	\$2.06 - 6.76	\$2.06 - 6.76	\$0
Wastewater Base Rate	\$17.38	\$17.38	\$0
Per 1,000 gal usage	\$1.92	\$1.92	\$0

BUDGET AMENDMENT REQUIRED: NO**PUBLIC HEARING:** YES **QUASI-JUDICIAL:****FIRST READING:** **SECOND READING:****LEGAL SUFFICIENCY:** YES

FISCAL IMPACT: Approval of the foregoing resolutions adopts the budgets and non-ad valorem assessments for the Acme Improvement District, Wellington Solid Waste, and the Saddle Trail Park South Neighborhood Improvement Area; and adopts the budgets for the Water & Wastewater Utility and Lake Wellington Professional Centre.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution numbers AC2016-03, AC2016-04, R2016-54, R2016-55 and R2016-56 as presented adopting FY 2016/2017 budgets and assessment rates, and appointing Mayor Anne Gerwig as the official authorized representative to certify the non-ad valorem assessment rolls.

RESOLUTION NO. AC2016-03

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

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

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

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

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

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

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

SECTION 2. The proposed budget attached hereto is hereby made a part hereof and adopted as the budget for the District's Fiscal Year 2016/2017, except as said budget may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

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

SECTION 4. The District's Non-Ad Valorem Assessment Rates for Fiscal Year 2016/2017, per computed acre, are hereby adopted as follows:

ACME IMPROVEMENT DISTRICT: \$230

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

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

SECTION 7. In accordance with Section 197.3632(5), Florida Statutes, Anne Gerwig, President of Acme Improvement District, is hereby designated and authorized to certify the 2016/2017 Acme Improvement District's Non-Ad Valorem Assessment Roll to the Tax Collector of Palm Beach County, Florida.

SECTION 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of August, 2016.

ATTEST:

ACME IMPROVEMENT DISTRICT

By: _____
Rachel R. Callovi, CMC, Secretary

By: _____
Anne Gerwig, President

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Board Attorney

**Village of Wellington
Acme Improvement District Budget
FY 2016/2017**

	Proposed FY 2017 Budget
REVENUES	
Taxes:	
Non Ad Valorem Assessments	\$ 5,680,345
Licenses & Permits	
Charges for Services	350,500
Miscellaneous	86,000
Interest	25,000
Appropriation of Reserves	774,560
TOTAL REVENUES	\$ 6,916,405
EXPENDITURES	
Physical Environment:	
Surface Water Management	\$ 3,362,937
Environmental Services	383,800
Neighborhood Parks	-
Equestrian Trails	271,603
Preserve Maintenance	404,189
Non-Departmental	77,359
Total Physical Environment	\$ 4,499,888
Capital Outlay	\$ 1,742,000
Debt Service	\$ -
Transfers Out:	
Indirect Cost Allocation	\$ 674,517
Total Transfers Out	\$ 674,517
Increase to Reserves	\$ -
TOTAL EXPENDITURES	\$ 6,916,405



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

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

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

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ 9th _____ day of _____ August _____, _____ 2016 _____ year .

Chairman of the Board or authorized agent
of _____ Acme Improvement District _____
Name of local government

Palm Beach County, Florida

RESOLUTION NO. AC2016-04**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
ACME IMPROVEMENT DISTRICT ADOPTING THE
WATER AND WASTEWATER UTILITY BUDGET FOR THE
FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND
ENDING SEPTEMBER 30, 2017; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors of Acme Improvement District have reviewed the Water and Wastewater Utilities Budget and find that it will meet the necessary financial requirements for the Fiscal Year 2016/2017.

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

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

SECTION 2. The Board of Supervisors hereby approves and adopts the proposed Water and Wastewater Utility budget attached hereto for the Fiscal Year 2016/2017.

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

PASSED AND ADOPTED this _____ day of August, 2016.

ATTEST:

ACME IMPROVEMENT DISTRICT

By: _____
Rachel R. Callovi, CMC, Secretary

By: _____
Anne Gerwig, President

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Board Attorney

Village of Wellington Utility System Budget FY 2016/2017

	Proposed FY 2017 Budget
OPERATING REVENUES	
Water	\$ 10,800,000
Wastewater	7,900,000
Standby	36,800
Penalty	175,000
Meters	20,000
Interest	250,000
Other	239,618
CAPACITY FEES	
Water Capacity	80,000
Sewer Capacity	58,000
TOTAL REVENUES	\$ 19,559,418
EXPENDITURES	
Operating	
Utility Administration	\$ 995,836
Water Treatment Facility	3,594,497
Water Distribution	1,128,733
Water Meter Services	418,001
Wastewater Treatment Facility	2,938,941
Wastewater Collection	1,667,739
Utility Customer Service	754,246
Laboratory	126,891
Non-departmental	199,470
Total Operating Expenditures	\$ 11,824,354
Transfers	
Indirect Cost Allocation	\$ 1,955,942
Total Operating Transfers	\$ 1,955,942
Debt Service	
Principal & Interest on Bonds	\$ -
Interest on deposits	30,000
Total Debt Service	\$ 30,000
Capital Outlay	
Fixed Assets	\$ 590,782
System Expansion Projects	
System Maintenance Projects	4,665,000
Capital Contingency	-
Total Capital Outlay	\$ 5,255,782
Capacity Fee Funding	\$ -
Capital Account Funding	-
Total Renewal & Replacement	\$ -
Increase to Reserves	\$ 493,340
TOTAL EXPENDITURES	\$ 19,559,418

Note: Depreciation is not included

Water & Wastewater Rates and Charges
Fiscal Year 2016/2017
Beginning October 1, 2016
INSIDE VILLAGE

INSIDE VILLAGE	WATER		WASTEWATER	
	FY 2016	FY 2017	FY 2016	FY 2017
SINGLE METER RESIDENTIAL				
Monthly Base Facility Rate	18.22	18.22	17.38	17.38
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.06	2.06	1.92	1.92
6,001 - 15,000 Gallons	3.07	3.07	1.92	1.92 *
15,001 - 25,000 Gallons	4.12	4.12		
Over 25,000 Gallons	6.76	6.76		
MASTER METER RESIDENTIAL				
Monthly Base Facility Rate	15.37	15.37	14.44	14.44
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.06	2.06	1.92	1.92
6,001 - 12,000 Gallons	3.07	3.07	1.92	1.92 *
12,001 - 20,000 Gallons	4.12	4.12		
Over 20,000 Gallons	6.76	6.76		

* For residential service, wastewater charges are capped at the consumption range referenced above.

COMMERCIAL AND IRRIGATION

Monthly Base Facility Rate - based on meter size

5/8" Meter	18.22	18.22	17.38	17.38
1" Meter	39.69	39.69	39.92	39.92
1 1/2" Meter	75.31	75.31	77.44	77.44
2" Meter	118.23	118.23	122.39	122.39
3" Meter	232.64	232.64	242.55	242.55
4" Meter	361.21	361.21	377.63	377.63
6" Meter	718.71	718.71	752.94	752.94
8" Meter	1,284.40	1,284.40	1,340.49	1,340.49

COMMERCIAL USAGE

0 - 8,000 Gallons	2.06	2.06	1.92	1.92
8,001 - 15,000 Gallons	3.07	3.07	1.92	1.92
Over 15,000 Gallons	4.12	4.12	1.92	1.92

IRRIGATION USAGE

0 - 15,000 Gallons	3.07	3.07	N/A	N/A
Over 15,000 Gallons	4.12	4.12	N/A	N/A

VACANT LOT STANDBY CHARGE	11.07	11.07	11.78	11.78
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NOTE: OUTSIDE VILLAGE BOUNDARIES, ADD A 25% SURCHARGE TO ALL RATES AND CHARGES LISTED (with the exception of delinquent charge, assessment charges, return check charge & unauthorized connections and tampering charge)

Wellington
Water & Wastewater Rates and Charges
Fiscal Year 2016/2017
Beginning October 1, 2016

OUTSIDE VILLAGE

OUTSIDE VILLAGE	WATER		WASTEWATER	
	FY 2016	FY 2017	FY 2016	FY 2017
Monthly Base Facility Rate	22.77	22.77	21.72	21.72
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.58	2.58	2.40	2.40
6,001 - 15,000 Gallons	3.83	3.83	2.40	2.40
15,001 - 25,000 Gallons	5.14	5.14		
Over 25,000 Gallons	8.45	8.45		
MASTER METER RESIDENTIAL				
Monthly Base Facility Rate	19.21	19.21	18.05	18.05
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.58	2.58	2.40	2.40
6,001 - 12,000 Gallons	3.83	3.83	2.40	2.40
12,001 - 20,000 Gallons	5.14	5.14		
Over 20,000 Gallons	8.45	8.45		

* For residential service, wastewater charges are capped at the consumption range referenced above.

COMMERCIAL AND IRRIGATION

Monthly Base Facility Rate - based on meter size

5/8" Meter	22.77	22.77	21.71	21.71
1" Meter	49.59	49.59	49.89	49.89
1 1/2" Meter	94.14	94.14	96.81	96.81
2" Meter	147.79	147.79	153.00	153.00
3" Meter	290.79	290.79	303.19	303.19
4" Meter	451.50	451.50	472.04	472.04
6" Meter	898.39	898.39	941.17	941.17
8" Meter	1,605.49	1,605.49	1,675.62	1,675.62

COMMERCIAL USAGE

0 - 8,000 Gallons	2.58	2.58	2.40	2.40
8,001 - 15,000 Gallons	3.83	3.83	2.40	2.40
Over 15,000 Gallons	5.14	5.14	2.40	2.40

IRRIGATION USAGE

0 - 15,000 Gallons	3.83	3.83	N/A	N/A
Over 15,000 Gallons	5.14	5.14	N/A	N/A

VACANT LOT STANDBY CHARGE	13.83	13.83	14.73	14.73
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Wellington
Water & Wastewater Miscellaneous Charges
Fiscal Year 2016/2017
Beginning October 1, 2016

METER CHARGES & DEPOSITS			Homeowners	
Meter Size	Meter Charge (new meter installation)	Builders Blanket Deposit	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)			1,330.00	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% SURCHARGE TO ALL RATES AND CHARGES LISTED (with the exception of delinquent charge, assessment charges, return check charge & unauthorized connections and tampering charge)

RESOLUTION NO. R2016-54

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

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

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

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

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

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

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

WHEREAS, Wellington desires to charge all Non-Assessed Residential Units resulting from new construction during the year or post-January 1, 2016 annexation of property into Wellington that require Solid Waste Disposal services which costs are not

1 assessed by Wellington or the Solid Waste Authority of Palm Beach County, Florida
2 (Authority) pursuant to the procedures in Section 197.3632, Florida Statutes; and
3

4 **WHEREAS**, Wellington has awarded a Solid Waste and Recycling Collection
5 Agreement ("Contract") for the performance of specified solid waste and recycling
6 collection services; and
7

8 **WHEREAS**, Wellington has agreed to compensate the Contractor for disposal
9 costs associated with newly constructed Residential Collection Units which are not
10 assessed by Wellington or the Authority pursuant to the Uniform Method of Collection of
11 Non-Ad Valorem Assessments ("Uniform Method"); and
12

13 **WHEREAS**, the Authority collects fees for all or a portion of the cost of processing
14 and disposing of solid waste and recycling materials from all improved property in Palm
15 Beach County using the Uniform Method; and
16

17 **WHEREAS**, the Contractor invoices and collects the cost of disposal from
18 commercial customers resulting from new construction during the year once a certificate
19 of occupancy (CO) has been issued by Wellington to such customer at the time the
20 account is established between the Contractor and the commercial customer; and
21

22 **WHEREAS**, it is the policy of Wellington that the Solid Waste Management
23 Program be fiscally self-supporting as an enterprise fund operation requiring all improved
24 properties located within Wellington to pay for the full costs of Solid Waste services,
25 including Contract services provided; and
26

27 **WHEREAS**, Wellington desires all Non-Assessed Residential Units to pay for the
28 Contract services provided pursuant to the Solid Waste Management and Mandatory
29 Solid Waste and Recycling Collection Program; and
30

31 **WHEREAS**, Wellington has completed a review of said rates.
32

33 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE**
34 **OF WELLINGTON, FLORIDA** that:
35

36 **SECTION 1:** The foregoing recitals are hereby affirmed and ratified.
37

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

40 **SECTION 3:** The Solid Waste Collection Program Budget attached hereto is hereby
41 adopted as the Solid Waste Collection Program Budget for Wellington's Fiscal Year
42 2016/2017, except as said Budget may be otherwise modified or adjusted in accordance
43 with the laws of the State of Florida.
44
45
46
47

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

5
6 **SECTION 5:** The Solid Waste Collection Non-Ad Valorem Assessment Rates for
7 Residential Assessed Units within Wellington shall be One Hundred Thirty-Five Dollars
8 (\$135.00) for curbside service and One Hundred Dollars (\$100.00) for container service.
9 The Solid Waste Collection Non-Ad Valorem Assessment Rates shall be for the Fiscal
10 Year 2016/2017 and shall become effective October 1, 2016.

11
12 **SECTION 6:** The Solid Waste Collection Non-Ad Valorem Assessment Roll is hereby
13 adopted, except as said Solid Waste Collection Non-Ad Valorem Assessment roll may be
14 otherwise modified or adjusted in accordance with the laws of the State of Florida.

15
16 **SECTION 7:** The Solid Waste Collection Non-Ad Valorem Assessment Roll as adopted
17 is to be continued to be collected from year to year until discontinued.

18
19 **SECTION 8:** Anne Gerwig, Mayor of Wellington, is hereby designated and authorized to
20 certify Wellington's 2016/2017 Solid Waste Collection Non-Ad Valorem Assessment Roll.

21
22 **SECTION 9:** Wellington is hereby adopting fees for the purpose of providing for: 1) the
23 collection of Residential Solid Waste from residential curbside and containerized
24 customers, accounts, and Dwelling Units for newly constructed residential structures
25 located within the Service Area which are not subject to the Uniform Method as allowed
26 by Florida Statutes (defined as the "Non-Assessed Residential Units"); and 2) to provide
27 a fee for the servicing of commercial accounts located within the Service Area.

28
29 The Schedule of Rates to be applied to Non-Assessed Residential Units for
30 Residential Solid Waste Collection Service, as described in this section and as set forth
31 in the attached Exhibit B, is hereby adopted. The monthly rates for service to Non-
32 Assessed Residential Units shall be identical to the monthly residential curbside and
33 containerized rates which are applied to Residential Assessed Units.

34
35 The amount of the fees charged and collected from a Non-Assessed Residential
36 Unit, as set forth in Exhibit B, shall be computed as provided in this section. Since the
37 addition of newly constructed residential structures can occur uniformly throughout the
38 period of time between when a property is recognized on the Property Appraiser's Tax
39 Roll and the rates for service are subsequently collected using the Uniform Method for
40 Residential Solid Waste Collection services, it is necessary to prorate and collect said
41 fees for that period of time which Residential Solid Waste Collection services are
42 provided to the Non-Assessed Residential Unit. The amount of the fees charged and
43 collected from a Non-Assessed Residential Unit shall be computed by Wellington based
44 on the formula contained in this section. Wellington shall collect said fees for Non-
45 Assessed Residential Units as provided for in this Resolution.

Wellington shall compute the amount of fees based on the following formula:

Non-Assessed Residential Unit Billing Formula:

$$(MR \times MF) + (DR \times RD) = \text{Total Fees Due}$$

MR = The rate for Residential Solid Waste Collection services as shown on Exhibit B expressed on monthly basis (Annual Rate divided by 12 months).

MF = Factors from Monthly Factor Table as determined by Wellington.

DR = The rate for Residential Solid Waste Collection services for Non-Assessed Residential Units as shown on Exhibit B expressed on a daily basis (Annual Rate divided by 365 days).

RD = Remaining days in month in which a Certificate of Occupancy or Certificate of Completion or Release of Electrical Power (collectively referred to as the CO) for a newly constructed residential Dwelling Unit, including the day of issue.

The determination of the fees to be collected from Non-Assessed Residential Units associated with new construction, as outlined in this section, will not be applicable to commercial service. The Schedule of Rates shown on Exhibit B for Non-Assessed Residential Units shall be for the 2016/2017 Fiscal Year and shall become effective October 1, 2016.

Wellington shall collect fees charged to the Non-Assessed Residential Units as follows:

- a. At the time application is made for a newly constructed residential building, Wellington, pursuant to the terms of this Resolution, shall collect from each CO Applicant the Non-Assessed Residential Unit fees calculated in accordance with the methodology used by Wellington as set forth in this Resolution. No CO shall be subsequently issued without proof indicating the full payment of the Non-Assessed Residential Unit fees required to provide Residential Solid Waste Collection services.
- b. Any residential properties with existing improvements thereon which were annexed into Wellington after January 1, 2016, shall be billed for full payment of the Residential Solid Waste Collection services calculated in accordance with the methodology as set for in this Resolution.
- c. All fees collected from Non-Assessed Residential Units will be deposited into funds for the benefit of the Solid Waste Enterprise Fund.
- d. The non-payment of the Non-Assessed Residential Unit fees for Residential Solid Waste Collection service shall not constitute a lien on the property of the Applicant which has not paid such fees.

1 **SECTION 10:** The Schedule of Rates for Commercial Solid Waste Collection service,
2 as set forth in the attached Exhibit B, is hereby adopted as the Commercial Rates. The
3 rates for Commercial Solid Waste Collection service shall be billed by the Contractor
4 granted a Franchise Agreement to provide exclusive collection services to this class of
5 service as defined in the Solid Waste and Recycling Collection Agreement. A written
6 agreement between the Contractor and each commercial customer or account shall be
7 required and entered into regarding the level and type of service to be provided and
8 manner of collection of fees. The Schedule of Rates shown on Exhibit B for Commercial
9 Solid Waste Collection service shall become effective October 1, 2016.

10
11 **SECTION 11:** The Schedule of Rates to be charged for special services at the request
12 of the customer and for container rentals, all as shown in the attached Exhibit B, is
13 hereby adopted. The attached Schedule of Special Rates and Container Rental Rates
14 shall become effective October 1, 2016.

15
16 **SECTION 12:** Wellington does hereby adopt fees for the purpose of providing for the
17 collection of Solid Waste Disposal Costs from Non-Assessed Residential Units for newly
18 constructed structures and post-January 1, 2016 annexations into Wellington and located
19 within the Service Area which are not subject to collection pursuant to the Uniform
20 Method as authorized by Florida Statutes by either Wellington or the Authority.

21
22 The Schedule of Rates to be applied to Non-Assessed Residential Units for Solid
23 Waste Disposal Costs, as described in this Resolution and as set forth in Exhibit B,
24 attached hereto and made a part hereof, is hereby adopted. The rates for Solid Waste
25 Disposal Costs for Non-Assessed Residential Units shall be based upon the average
26 solid waste generation rates for that category of waste established in Exhibit 1 of the
27 Contract and the tipping fee for the disposal of such waste as provided by the Authority
28 for Residential Curbside and Containerized Service, which are also applied to residential
29 Assessed Units by the Authority.

30
31 The amount of the fees charged and collected from a Non-Assessed Residential
32 Unit, as set forth in Exhibit B, shall be computed as provided in this Resolution. Since the
33 addition of newly constructed structures can occur uniformly throughout the period of time
34 between when a property is included on the Property Appraiser's Assessment Roll and
35 the rates for disposal set by the Authority are subsequently collected using the Uniform
36 Method from the Non-Assessed Residential Units, it is necessary to prorate said fees for
37 that period of time which Solid Waste Disposal service is provided to the Non-Assessed
38 Residential Units. The amount of the fees charged and collected from Non-Assessed
39 Residential Units shall be computed by Wellington based on the formula contained in this
40 Section. Wellington has an Agreement with the Authority which provided, among other
41 things, for the collection of fees from Assessed Residential Units for the Disposal Cost of
42 Solid Waste using the Uniform Method. Wellington shall collect fees from Non-Assessed
43 Residential Units, as provided for in this Resolution, in accordance with disposal costs
44 and rates established by the Authority and the provisions of the Solid Waste
45 Management Program adopted by Wellington.

46
47 Wellington shall compute the amount of fees for Solid Waste Disposal Costs for
48 each Non-Assessed Residential Unit based on the following formula:

1
2 Non-Assessed Residential Unit Billing Formula:

3
$$(MR + MF) + (DR \times RD) = \text{Total Fees Due}$$

4

5 MR = The rate for Residential Solid Waste Disposal Costs as shown on Exhibit B
6 expressed on a monthly basis (Annual Rate divided by 12 months).

7
8 MF = Factors from Monthly Factor Table as determined by Wellington.

9
10 DR = The rate for Residential Solid Waste Disposal Costs for Non-Assessed
11 Residential Units as shown on Exhibit B expressed on a daily basis (Annual
12 Rate divided by 365 days).

13
14 RD = Either the remaining days in the month in which a Certificate of Occupancy
15 or Certificate of Completion or Release of Electrical Power (collectively
16 referred to as the CO) for a newly constructed residential dwelling unit
17 including the day of issue, or remaining days in the month since the date of
18 annexation into Wellington, whichever is applicable.

19
20 The Schedule of Rates shown on Exhibit C for the collection of Solid Waste
21 Disposal Costs from Non-Assessed Residential Units shall be for the 2016/2017
22 Fiscal Year and shall become effective October 1, 2016.

23
24 Wellington shall collect fees charged to the Non-Assessed Residential Units as
25 follows:

26
27 a. At the time application is made for a newly constructed residential unit or
28 structure, Wellington shall collect from each CO Applicant the Non-Assessed Residential
29 Unit fees for Solid Waste Disposal calculated in accordance with the methodology as set
30 forth in this Resolution. No CO shall be issued without proof indicating the full payment
31 of the Non-Assessed Residential Unit fees required to provide Residential Solid Waste
32 Disposal services.

33
34 b. Any residential properties with existing improvements thereon which were
35 annexed into Wellington after January 1, 2016 shall be billed for full payment of the Non-
36 Assessed Residential Unit fees for Solid Waste Disposal calculated in accordance with
37 the methodology as set for in this Resolution.

38
39 c. All fees collected from Non-Assessed Residential Units will be deposited
40 into funds for the benefit of the Solid Waste Enterprise Fund.

41
42 d. The non-payment of the fees for Non-Assessed Residential Unit Solid
43 Waste Disposal service shall not constitute a lien on the property of the Applicant which
44 has not paid such fees.

45
46 No fee shall be collected from a newly constructed commercial unit since the
47 invoicing and collection of disposal costs are the responsibility of the Contractor and

1 commence immediately upon establishment of the account for service. Calculating a
2 commercial unit Solid Waste Disposal Cost shall be done in accordance with the formula
3 contained in Exhibit 1 of the Contract and shall be included in the customer's disclosure
4 notice provided by the Contractor.
5

6 **SECTION 13:** A copy of this Resolution shall be kept on file with Wellington's Clerk and
7 shall be open to inspection to all interested parties.
8

9 **SECTION 14:** If any clause, section, or provision of this Resolution shall be declared by
10 a court of competent jurisdiction to be unconstitutional or invalid for any cause or reason,
11 only such portion shall be eliminated from this Resolution and the remainder of this
12 Resolution shall continue in full force and effect and shall be construed to fulfill the intent
13 of this Resolution so as to be a valid as if such invalid portion thereof had not been
14 incorporated therein.
15

16 **SECTION 15:** This Resolution shall take effect immediately upon its adoption.
17

18 **PASSED AND ADOPTED** this _____ day of August, 2016.
19

20 **ATTEST:**

VILLAGE OF WELLINGTON

21
22
23 By: _____
24 Rachel R. Callovi, CMC, Clerk
25

By: _____
Anne Gerwig, Mayor
26
27
28

29 **APPROVED AS TO FORM**
30 **AND LEGAL SUFFICIENCY**
31

32
33 By: _____
34 Laurie S. Cohen, Village Attorney
35

Exhibit A
Village of Wellington
Solid Waste Collection & Recycling Program Budget
FY 2016/2017

	Proposed FY 2017 Budget
SYSTEM REVENUES	
Solid Waste Collection Assessments	\$ 2,906,520
Roll Off Fees (Permit & Service)	45,000
Franchise Fee Receipts	220,000
Intergovernmental Revenue	30,000
Interest Income	35,000
Miscellaneous Revenues	15,000
Use of Reserves	688,894
TOTAL REVENUES	\$ 3,940,414
EXPENDITURES	
Residential Collection	
Personal Services	\$ 169,531
Outside Services	-
Solid Waste Collection	3,227,700
Other Operating Expenses	49,342
Roadside Refuse Patrol	
Personal Services	136,962
Operating Expenses	3,500
Non Departmental	9,727
Total Operating Expenditures	3,596,762
Capital Outlay	18,500
TRANSFERS	
Indirect Cost Allocation	325,152
Repayment to General Fund	-
Increase to Reserves	-
TOTAL EXPENDITURES	\$ 3,940,414

To Note: Depreciation is not included

DR-408A
N. 02/91

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

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

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

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of August, 2016 year.

Chairman of the Board or authorized agent
of Village of Wellington
Name of local government
Palm Beach County, Florida

RESOLUTION NO. R2016-55

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA ADOPTING THE LAKE WELLINGTON PROFESSIONAL CENTRE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council of the Village of Wellington has reviewed the Lake Wellington Professional Centre Budget and finds that it will meet the necessary financial requirements for the Fiscal Year 2016/2017.

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

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

SECTION 2. The Wellington Council hereby approves and adopts the proposed Lake Wellington Professional Centre budget attached hereto for the Fiscal Year 2016/2017.

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

PASSED AND ADOPTED this ____ day of August, 2016.

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Rachel R. Callovi, CMC, Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Village Attorney

**Village of Wellington
Lake Wellington Professional Centre Budget
FY 2016/2017**

	Proposed FY 2017 Budget
REVENUES	
Leases	\$ 696,000
Charges for Services	3,500
Miscellaneous	3,000
Interest	-
Appropriation of Reserves	60,058
TOTAL FY 2017 REVENUES	\$ 762,558
EXPENDITURES	
Economic Environment:	
Professional Centre Operations	\$ 517,308
Major Maintenance	\$ 175,000
Non-Departmental	-
Total Economic Environment	\$ 692,308
Capital Outlay	\$ -
Debt Service	\$ -
Transfers Out:	
Indirect Cost Allocation	\$ 70,250
Repayment to General Fund	
Total Transfers Out	\$ 70,250
Increase to Reserves	\$ -
TOTAL FY 2017 EXPENDITURES	\$ 762,558

RESOLUTION NO. R2016-56

A RESOLUTION OF THE COUNCIL OF WELLINGTON, FLORIDA ADOPTING THE SADDLE TRAIL PARK SOUTH NEIGHBORHOOD IMPROVEMENT AREA NON-AD VALOREM ASSESSMENT ROLL AND APPOINTING A REPRESENTATIVE OF WELLINGTON FOR CERTIFICATION OF THE AREA'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Saddle Trail Park South Neighborhood Improvement Area Non-Ad Valorem Assessment will be levied by Wellington for the purpose of repayment of the Saddle Trail Park South Improvement Bond, Series 2016; and

WHEREAS, the Council of Wellington is required to consider and adopt Non-Ad Valorem Assessment Rates for the Saddle Trail Park Neighborhood Improvement Area upon designated lands lying within the jurisdictional boundaries of Wellington; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the Council of Wellington, Florida to designate an authorized representative to certify the Non-Ad Valorem Assessment Roll to the Tax Collector of Palm Beach County, Florida.

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

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

SECTION 2. The Non-Ad Valorem Assessment Rate per parcel, for Saddle Trail Park South Improvement Area for the Fiscal Year 2016-2017 are hereby adopted according to the attached tax roll (Exhibit A).

SECTION 3. In accordance with Section 197.3632(5), Florida Statutes, Anne Gerwig, Mayor of the Wellington Council, is hereby designated and authorized to certify the 2016/2017 Saddle Trail Park South Neighborhood Improvement Area Non-Ad Valorem Assessment Roll to the Tax Collector of Palm Beach County, Florida.

SECTION 4. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED this ____ day of August, 2016.

ATTEST:

WELLINGTON, FLORIDA

BY: _____
Rachel Callovi, CMC, Clerk

BY: _____
Anne Gerwig, Mayor

49

50

51 **APPROVED AS TO FORM AND**
52 **LEGAL SUFFICIENCY**

53

54 BY: _____

55 Laurie S. Cohen, Village Attorney

EXHIBIT A**PALM BEACH COUNTY****NON ADVALOREM APPLICATION****PARCELS LEVIED FOR : 00273****SADDLE TRL PPK S NBHD IMPROV**

PCN:	73-41-44-17-01-076-0010	ACRES:	3.97	EAA ACRES:	COMPUTED:	0.00
LEGAL:	SADDLE TRAIL PARK OF WELLINGTON			LTS 1 & 2		
					ASSESSED VALUE:	1,649,221
					TAXABLE VALUE:	1,649,221
					NEW CONSTRUCTION:	0
					EXEMPTION CODE:	
					LAND USE CODE:	6800
					CALCULATED CODE:	00273
					ASSOCIATION CODE:	
NAME:	CHAMPIONSHIP PROP LIMITED PARTNERS				AMOUNT:	7,060.64
	300 UNION ST PO BOX 5777					
	SAINT JOHN NB					
	E2L 4M3 CANADA					
PCN:	73-41-44-17-01-077-0010	ACRES:	3.94	EAA ACRES:	COMPUTED:	0.00
LEGAL:	SADDLE TRAIL PARK OF WELLINGTON			LTS 1 & 2		
					ASSESSED VALUE:	629,625
					TAXABLE VALUE:	579,625
					NEW CONSTRUCTION:	0
					EXEMPTION CODE:	
					LAND USE CODE:	6800
					CALCULATED CODE:	00273
					ASSOCIATION CODE:	
NAME:	GINGERY GREGORY W				AMOUNT:	7,009.04
	14613 EQUESTRIAN WAY					
	WELLINGTON FL 33414-7684					
PCN:	73-41-44-17-01-077-0030	ACRES:	4.46	EAA ACRES:	COMPUTED:	0.00
LEGAL:	SADDLE TRAIL PARK OF WELLINGTON			LTS 3 & 4		
					ASSESSED VALUE:	1,525,212
					TAXABLE VALUE:	1,525,212
					NEW CONSTRUCTION:	0
					EXEMPTION CODE:	
					LAND USE CODE:	6800
					CALCULATED CODE:	00273
					ASSOCIATION CODE:	
NAME:	KMD III LP				AMOUNT:	7,940.19
	3117 STUMP HALL RD					
	COLLEGEVILLE PA 19426-1441					
PCN:	73-41-44-17-01-077-0110	ACRES:	3.80	EAA ACRES:	COMPUTED:	0.00
LEGAL:	SADDLE TRAIL PARK OF WELLINGTON			LTS 11 & 1		
					ASSESSED VALUE:	1,456,000
					TAXABLE VALUE:	1,456,000
					NEW CONSTRUCTION:	0
					EXEMPTION CODE:	
					LAND USE CODE:	6800
					CALCULATED CODE:	00273
					ASSOCIATION CODE:	
NAME:	MCCOMISKEY MARK A & JANET STEPHANIE C				AMOUNT:	6,756.36
	88 RICHMOND HILL RD					
	GREENWICH CT 06831-2526					

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-077-0130 ACRES: 2.26 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 13 BLK

NAME: SPENCER ELIZABETH H & SPENCER RACHEL E
 PO BOX 291407
 KERRVILLE TX 78029-1407

ASSESSED VALUE: 790,913
 TAXABLE VALUE: 790,913
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 4,012.53

PCN: 73-41-44-17-01-077-0140 ACRES: 2.09 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LT 14 BLK

NAME: FOXGOLD LLC
 420 BRAZILIAN AVE
 PALM BEACH FL 33480-4522

ASSESSED VALUE: 1,566,773
 TAXABLE VALUE: 1,566,773
 NEW CONSTRUCTION: 686,206
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,711.82

PCN: 73-41-44-17-01-077-0150 ACRES: 1.98 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 15 BLK

NAME: FOXGOLD LLC
 420 BRAZILIAN AVE
 PALM BEACH FL 33480-4522

ASSESSED VALUE: 1,145,768
 TAXABLE VALUE: 1,145,768
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,516.08

PCN: 73-41-44-17-01-078-0010 ACRES: 2.24 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 1 BLK

NAME: MATURO ANTHONY & MATURO THERESA M
 2232 APPALOOSA TRL
 WELLINGTON FL 33414-7674

ASSESSED VALUE: 1,089,245
 TAXABLE VALUE: 1,039,245
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,982.29

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-078-0020 ACRES: 1.71 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 2 BLK

ASSESSED VALUE: 1,778,754
TAXABLE VALUE: 1,778,754
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: DAMMERMAN MARSHA F
2954 HURLINGHAM DR
WELLINGTON FL 33414-8409

AMOUNT: 3,044.55

PCN: 73-41-44-17-01-078-0030 ACRES: 1.90 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 3 BLK

ASSESSED VALUE: 43,700
TAXABLE VALUE: 43,700
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: DAMMERMAN MARSHA F
2954 HURLINGHAM DR
WELLINGTON FL 33414-8409

AMOUNT: 3,380.85

PCN: 73-41-44-17-01-078-0040 ACRES: 2.63 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 4 BLK

ASSESSED VALUE: 949,117
TAXABLE VALUE: 899,117
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: SOLEAU ROBERT H & SOLEAU MARY C
14884 EQUESTRIAN WAY
WELLINGTON FL 33414-7667

AMOUNT: 4,681.59

PCN: 73-41-44-17-01-078-0080 ACRES: 1.97 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 8 BLK

ASSESSED VALUE: 850,165
TAXABLE VALUE: 850,165
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: COX OLIVIA
CLONSHIRE HOUSE ADARE
COUNTY LIMERICK
IRELAND

AMOUNT: 3,507.19

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-079-0010 ACRES: 4.15 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 1 & 2

NAME: GIERKINK ROBERT & GIERKINK TIA
 45 PERCY RD
 LEXINGTON MA 02421-5637

ASSESSED VALUE: 2,261,830
 TAXABLE VALUE: 2,261,830
 NEW CONSTRUCTION: 200,876
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 7,384.49

PCN: 73-41-44-17-01-079-0030 ACRES: 1.84 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 3 BLK

NAME: TAHANTO TRAIL 2009 REALTY TRUST & HURTER PATRICIA TR
 49 TAHANTO TRL
 HARVARD MA 01451-1631

ASSESSED VALUE: 1,332,902
 TAXABLE VALUE: 1,332,902
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,268.76

PCN: 73-41-44-17-01-079-0040 ACRES: 2.17 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 4 BLK

NAME: DEFILIPPO PAUL R & DEFILIPPO ANGEL M
 180 BLACK RIVER RD
 LONG VALLEY NJ 07853-3063

ASSESSED VALUE: 1,055,810
 TAXABLE VALUE: 1,055,810
 NEW CONSTRUCTION: 96,555
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,866.63

PCN: 73-41-44-17-01-079-0070 ACRES: 3.67 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 7 & 8

NAME: DAUGHTERS LLC
 PO BOX 1792
 MOUNT PLEASANT SC 29465-1792

ASSESSED VALUE: 1,231,650
 TAXABLE VALUE: 1,231,650
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 6,535.73

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-079-0090 ACRES: 4.03 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 9 & 10

ASSESSED VALUE: 1,370,752
TAXABLE VALUE: 1,320,752
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: SCHECHTER RICHARD A RICHARD SCHECHTER A TR TITL HLDR
2249 APPALOOSA TRL
WELLINGTON FL 33414-7672

AMOUNT: 7,170.96

PCN: 73-41-44-17-01-080-0010 ACRES: 2.28 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 1 BLK

ASSESSED VALUE: 1,148,909
TAXABLE VALUE: 1,148,909
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: SOMERSET CAPITAL PARTNERS LLC
200 OCEAN TER
PALM BEACH FL 33480-3127

AMOUNT: 4,058.81

PCN: 73-41-44-17-01-080-0020 ACRES: 6.29 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 2 THRU

ASSESSED VALUE: 2,816,696
TAXABLE VALUE: 2,816,696
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: GRINDSTONE FARM LLC
14530 LAUREL TRL
WELLINGTON FL 33414-7648

AMOUNT: 11,195.96

PCN: 73-41-44-17-01-080-0060 ACRES: 2.02 EAA ACRES: COMPUTED: 0.00

LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 6 BLK

ASSESSED VALUE: 385,633
TAXABLE VALUE: 335,133
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 0100
CALCULATED CODE: 00273
ASSOCIATION CODE:

NAME: THOMPSON EVE L
14434 LAUREL TRL
WELLINGTON FL 33414-7648

AMOUNT: 3,594.38

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-080-0070 ACRES: 2.20 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 7 BLK

NAME: STELLAR EQUESTRIAN SOUTH LLC
 3618 ECKHARDT RD
 HAMBURG NY 14075-6704

ASSESSED VALUE: 1,243,946
 TAXABLE VALUE: 1,243,946
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,921.79

PCN: 73-41-44-17-01-081-0030 ACRES: 2.08 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 3 BLK

NAME: FROG POND PROPERTIES LLC
 28 E 70TH ST
 NEW YORK NY 10021-4948

ASSESSED VALUE: 100,305
 TAXABLE VALUE: 100,305
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,702.92

PCN: 73-41-44-17-01-081-0040 ACRES: 7.53 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LT 4 BLK 8

NAME: LTR 1437 LLC
 149 HARBOR RD
 SAINT JAMES NY 11780-1113

ASSESSED VALUE: 13,585,141
 TAXABLE VALUE: 13,585,141
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 0100
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 13,400.64

PCN: 73-41-44-17-01-081-0050 ACRES: 4.32 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 5 & 6

NAME: FROG POND WELLINGTON LLC
 28 E 70TH ST PH 2
 NEW YORK NY 10021-4948

ASSESSED VALUE: 2,932,459
 TAXABLE VALUE: 2,932,459
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 0100
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 7,688.95

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-081-0070 ACRES: 2.46 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 7 BLK

NAME: MCARDLE DAVID A & MCARDLE JOYCE L
 14307 LAUREL TRL
 WELLINGTON FL 33414-7692

ASSESSED VALUE: 1,373,514
 TAXABLE VALUE: 1,323,514
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 4,368.42

PCN: 73-41-44-17-01-082-0010 ACRES: 4.47 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 1 & 2

NAME: PINECONE FARM LLC
 PO BOX 668
 MARSHALL TX 75671-0668

ASSESSED VALUE: 1,294,316
 TAXABLE VALUE: 1,294,316
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 7,953.90

PCN: 73-41-44-17-01-082-0030 ACRES: 2.57 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LT 3 BLK 8

NAME: CLARKE DAVID H & CLARKE LESLIE M
 14179 LAUREL TRL
 WELLINGTON FL 33414-7602

ASSESSED VALUE: 751,422
 TAXABLE VALUE: 701,422
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 4,573.04

PCN: 73-41-44-17-01-082-0060 ACRES: 3.94 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 6 & 7

NAME: LENZI PEGGY A LENZI PEGGY A TR TITL HLDR
 14235 EQUESTRIAN WAY
 WELLINGTON FL 33414-7626

ASSESSED VALUE: 1,594,882
 TAXABLE VALUE: 1,544,382
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 7,003.34

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-082-0080 ACRES: 1.96 EAA ACRES: COMPUTED: 0.00
LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 8 BLK

NAME: CALDWELL VENTURES INC
48 SPANISH RIVER DR
BOYNTON BEACH FL 33435-3322

ASSESSED VALUE: 1,231,900
TAXABLE VALUE: 1,231,900
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

AMOUNT: 3,489.39

PCN: 73-41-44-17-01-082-0090 ACRES: 1.96 EAA ACRES: COMPUTED: 0.00
LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 9 BLK

NAME: CALDWELL VENTURES INC
48 SPANISH RIVER DR
BOYNTON BEACH FL 33435-3322

ASSESSED VALUE: 45,080
TAXABLE VALUE: 45,080
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

AMOUNT: 3,489.39

PCN: 73-41-44-17-01-082-0100 ACRES: 1.96 EAA ACRES: COMPUTED: 0.00
LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 10 BLK

NAME: EQUESTRIAN WAY LLC
22100 MOUNT EDEN RD
SARATOGA CA 95070-9730

ASSESSED VALUE: 636,869
TAXABLE VALUE: 636,869
NEW CONSTRUCTION: 26,995
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

AMOUNT: 3,489.39

PCN: 73-41-44-17-01-082-0150 ACRES: 4.13 EAA ACRES: COMPUTED: 0.00
LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 15 & 1

NAME: CONGEL BETH A
24 MILL RD
FAIRPORT NY 14450-3140

ASSESSED VALUE: 2,752,443
TAXABLE VALUE: 2,752,443
NEW CONSTRUCTION: 0
EXEMPTION CODE:
LAND USE CODE: 6800
CALCULATED CODE: 00273
ASSOCIATION CODE:

AMOUNT: 7,348.91

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-083-0010 ACRES: 2.20 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LT 1 BLK 8

NAME: TRAVIS BRUCE E & BRUCE & KIMBERLY TRAVIS TR TITL HLDRS
 14370 LAUREL TRL
 WELLINGTON FL 33414-7647

ASSESSED VALUE: 1,363,011
 TAXABLE VALUE: 1,313,011
 NEW CONSTRUCTION: 27,598
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,921.79

PCN: 73-41-44-17-01-083-0020 ACRES: 1.98 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 2 BLK

NAME: DAYTON RAYNOR C & DAYTON DEBORAH W
 41 FOX VALLEY RD
 CHESAPEAKE CITY MD 21915-1335

ASSESSED VALUE: 1,602,144
 TAXABLE VALUE: 1,602,144
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,526.76

PCN: 73-41-44-17-01-083-0030 ACRES: 4.55 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 3 & 4

NAME: JERKINS FOY M & JERKINS LISA H
 14274 LAUREL TRL
 WELLINGTON FL 33414-7647

ASSESSED VALUE: 633,759
 TAXABLE VALUE: 583,759
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 8,096.26

PCN: 73-41-44-17-01-083-0050 ACRES: 1.98 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 5 BLK

NAME: FOUR TRUST OF FLORIDA LLC
 14274 LAUREL TRL
 WELLINGTON FL 33414-7647

ASSESSED VALUE: 45,540
 TAXABLE VALUE: 45,540
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,528.55

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-083-0060 ACRES: 3.60 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 6 BLK

ASSESSED VALUE: 429,185
 TAXABLE VALUE: 379,185
 NEW CONSTRUCTION: (25,121)
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: T & R EQUESTRIAN WAY LLC
 35 WINDSOR RD
 NORTH HAVEN CT 06473-3045

AMOUNT: 6,404.04

PCN: 73-41-44-17-01-084-0010 ACRES: 3.38 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 1 BLK

ASSESSED VALUE: 1,403,996
 TAXABLE VALUE: 1,403,996
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: ZIEBA FAMILY TRUST ZIEBA EDWARD TR
 14120 EQUESTRIAN WAY
 WELLINGTON FL 33414-7625

AMOUNT: 6,005.46

PCN: 73-41-44-17-01-084-0020 ACRES: 3.16 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LT 2 BLK 8

ASSESSED VALUE: 1,016,424
 TAXABLE VALUE: 1,016,424
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: BLUE HILL FARM PROPERTIES LLC
 2000 N FASHION SHOW DR
 LAS VEGAS NV 89109-1936

AMOUNT: 5,615.78

PCN: 73-41-44-17-01-084-0040 ACRES: 1.84 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 4 BLK

ASSESSED VALUE: 1,392,542
 TAXABLE VALUE: 1,392,542
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: LA QUADRA LLC
 13501 SOUTHSORE BLVD STE 103
 WELLINGTON FL 33414-7203

AMOUNT: 3,268.76

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-084-0050 ACRES: 4.13 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 5 & 6

ASSESSED VALUE: 1,583,390
 TAXABLE VALUE: 1,583,390
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: SADDLE TRAIL PARK LLC JACOBI SCOTT C/O
 14875 BAYVIEW AVE
 AURORA ON
 L4G 0K8 CANADA

AMOUNT: 7,348.91

PCN: 73-41-44-17-01-084-0070 ACRES: 2.30 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 7 BLK

ASSESSED VALUE: 1,141,792
 TAXABLE VALUE: 1,141,792
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: DIGIOACCHINO GINO
 2393 APPALOOSA TRL
 WELLINGTON FL 33414-7634

AMOUNT: 4,085.50

PCN: 73-41-44-17-01-085-0010 ACRES: 2.09 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 1 BLK

ASSESSED VALUE: 1,813,739
 TAXABLE VALUE: 1,813,739
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 0100
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: LINDERS WHITNEY
 CALEDON ONTARIO L7K 2N4
 17204 THE GORE ROAD
 CANADA

AMOUNT: 3,713.60

PCN: 73-41-44-17-01-085-0020 ACRES: 2.23 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LT 2 BLK 8

ASSESSED VALUE: 739,120
 TAXABLE VALUE: 689,120
 NEW CONSTRUCTION: 4,415
 EXEMPTION CODE:
 LAND USE CODE: 0100
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: HADFIELD CYNTHIA M
 2601 APPALOOSA TRL
 WELLINGTON FL 33414-7608

AMOUNT: 3,962.71

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-085-0030 ACRES: 2.03 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 3 BLK

ASSESSED VALUE: 1,131,102
 TAXABLE VALUE: 1,131,102
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: ORIENTAL CAPITAL COMPANY
 CRA NO 91-1-10
 BOGOTA
 COLOMBIA

AMOUNT: 3,613.95

PCN: 73-41-44-17-01-085-0040 ACRES: 2.00 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 4 BLK

ASSESSED VALUE: 441,328
 TAXABLE VALUE: 441,328
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: RUSTY PONY RANCH LLC
 PO BOX 950
 HAMILTON ON
 L8N 3P9 CANADA

AMOUNT: 3,551.68

PCN: 73-41-44-17-01-085-0050 ACRES: 2.51 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 5 BLK

ASSESSED VALUE: 375,727
 TAXABLE VALUE: 325,727
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: FRASER CAROL T
 14127 EQUESTRIAN WAY
 WELLINGTON FL 33414-7665

AMOUNT: 4,473.40

PCN: 73-41-44-17-01-086-0030 ACRES: 4.02 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LTS 3 & 4

ASSESSED VALUE: 1,769,049
 TAXABLE VALUE: 1,769,049
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

NAME: JOLLI FOUR LLC
 205 E 61ST ST
 NEW YORK NY 10065-8203

AMOUNT: 7,153.17

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-086-0050 ACRES: 2.52 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 5 BLK

NAME: KESSLER THERESE A & KESSLER MURRAY S
 2314 IRON WORKS PIKE
 LEXINGTON KY 40511-9185

ASSESSED VALUE: 1,337,222
 TAXABLE VALUE: 1,337,222
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 4,485.86

PCN: 73-41-44-17-01-086-0060 ACRES: 3.19 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 6 BLK

NAME: GYLLEBO FARM LLC
 13501 SOUTHSORE BLVD STE 103
 WELLINGTON FL 33414-7203

ASSESSED VALUE: 1,652,682
 TAXABLE VALUE: 1,652,682
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 5,676.27

PCN: 73-41-44-17-01-086-0100 ACRES: 2.00 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 10 BLK

NAME: CANNON MERYL & CANNON RICHARD
 2552 APPALOOSA TRL
 WELLINGTON FL 33414-7607

ASSESSED VALUE: 1,061,456
 TAXABLE VALUE: 1,011,456
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 3,551.68

PCN: 73-41-44-17-01-086-0110 ACRES: 3.02 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 11 BLK

NAME: CANNON RICHARD & CANNON MERYL
 2 GOOSE LAKE DR
 BARRINGTON HILLS IL 60010-5100

ASSESSED VALUE: 69,460
 TAXABLE VALUE: 69,460
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 5,375.56

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : 00273
SADDLE TRL PPK S NBHD IMPROV

PCN: 73-41-44-17-01-086-0120 ACRES: 2.62 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 12 BLK

NAME: BIRDSALL DAVID & BIRDSALL KAREN
 2584 APPALOOSA TRL
 WELLINGTON FL 33414-7607

ASSESSED VALUE: 856,493
 TAXABLE VALUE: 856,493
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 4,665.58

PCN: 73-41-44-17-01-086-0130 ACRES: 2.42 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 13 BLK

NAME: MONTGOMERY JULIE P TRUST
 3719 TUXEDO RD NW
 ATLANTA GA 30305-1044

ASSESSED VALUE: 1,832,787
 TAXABLE VALUE: 1,832,787
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 0000
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 4,307.92

PCN: 73-41-44-17-01-086-0140 ACRES: 2.64 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON LOT 14 BLK

NAME: MONTGOMERY JULIE P TRUST
 3719 TUXEDO RD NW
 ATLANTA GA 30305-1044

ASSESSED VALUE: 755,536
 TAXABLE VALUE: 755,536
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 0000
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 4,697.61

PCN: 73-41-44-17-02-000-0010 ACRES: 2.91 EAA ACRES: COMPUTED: 0.00
 LEGAL: SADDLE TRAIL PARK OF WELLINGTON REPL NO 1 LT 1

NAME: CHARBONEAU W GARY & CHARBONEAU M DIANE
 14499 LAUREL TRL
 WELLINGTON FL 33414-7605

ASSESSED VALUE: 2,180,962
 TAXABLE VALUE: 2,130,962
 NEW CONSTRUCTION: 0
 EXEMPTION CODE:
 LAND USE CODE: 6800
 CALCULATED CODE: 00273
 ASSOCIATION CODE:

AMOUNT: 5,178.04

PALM BEACH COUNTY
NON ADVALOREM APPLICATION
PARCELS LEVIED FOR : **00273**
SADDLE TRL PPK S NBHD IMPROV

TOTAL PARCEL	56	TOTAL LEVIED:	292,317.77
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CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

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

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

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of August, 2016 year.

Chairman of the Board or authorized agent

of Village of Wellington
Name of local government

Palm Beach County, Florida