

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Meeting Agenda

Tuesday, August 23, 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**

Rev. Peter Bartuska, Wellington Presbyterian Church

4. APPROVAL OF AGENDA**5. PRESENTATIONS AND PROCLAMATIONS****6. CONSENT AGENDA**

- A.** [15-1020](#) AUTHORIZATION TO UTILIZE AN EXISTING NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) CONTRACT, AS A BASIS FOR PRICING, WITH MUNICIPAL CODE CORPORATION, INC. (MCCI) FOR LASERFICHE DOCUMENT MANAGEMENT ANNUAL LICENSING, MAINTENANCE AND SUPPORT

Authorization to utilize an existing National Cooperative Purchasing Alliance (NCPA) contract, as a basis for pricing with MCCI for Laserfiche Document Management annual licensing, maintenance and support in the amount of \$45,931.90.

- B.** [15-1023](#) AUTHORIZATION TO AWARD A SOLE SOURCE CONTRACT FOR THE PURCHASE OF BADGER WATER METERS AND COMPONENTS

Authorization to award a sole source contract to Innovative Metering Solutions, Inc. for the purchase of Badger water meters and components in an amount not to exceed \$140,000.

- C.** [16-0358](#) RESOLUTION NO. R2016-59 (AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR THE PROVISION OF INMATE LABOR FOR MAINTENANCE OF THE WELLINGTON ENVIRONMENTAL PRESERVE AT THE MARJORY STONEMAN DOUGLAS EVERGLADES HABITAT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MANAGER OR DESIGNEE TO EXECUTE THE CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE FOR THE USE OF INMATE LABOR IN WORK PROGRAMS WITHIN THE WELLINGTON ENVIRONMENTAL PRESERVE AT THE MARJORY STONEMAN DOUGLAS EVERGLADES HABITAT; AND PROVIDING AN EFFECTIVE DATE.

Approval of the Agreement between Wellington and the Florida Department of Corrections for the provision of inmate labor for the maintenance of the Wellington Environmental Preserve at the Marjory Stoneman Douglas Everglades Habitat.

- D. [16-0362](#) RESOLUTION NO. R2016-61 (REGULAR COUNCIL MEETING SCHEDULE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING A SCHEDULE FOR REGULAR COUNCIL MEETINGS FOR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.

Council approval of Resolution No. R2016-61 approving the Regular Council Meeting Schedule for FY2016/2017.

- E. [16-0363](#) RESOLUTION NO. R2016-60 (ANNUAL LISTING OF PROCLAMATIONS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MAYOR TO EXECUTE CERTAIN PROCLAMATIONS FOR FISCAL YEAR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2016-60 approving the Annual Listing of Proclamations for FY 2016/2017.

7. PUBLIC FORUM

8. PUBLIC HEARINGS

- A. [16-0344](#) ORDINANCE NO. 2016-12 (BED AND BREAKFAST ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, PROPOSING A ZONING TEXT AMENDMENT (PETITION NUMBER 16-010/2016-001ZTA) AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

To approve Ordinance No. 2016-12, a zoning text amendment to Wellington's Land Development Regulations pertaining to bed and breakfasts Village-wide including the Equestrian Overlay Zoning District.

- B. [16-0371](#) ORDINANCE NO. 2016-20 (BUILDING HEIGHT ZONING TEXT AMENDMENT [ZTA])

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.10.6-TABLE B OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO THE DEVELOPMENT STANDARDS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

To approve Ordinance No. 2016-20, a Zoning Text Amendment to 6.10.6-Table B of Wellington's Land Development Regulations related to building height limitations.

9. REGULAR AGENDA

- A. [15-1102](#) RESOLUTION NO. R2016-19 (PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8 WELLINGTON FY2016 BUDGET AND CONTRACT ADDENDUM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE SECOND ADDENDUM TO THE LAW ENFORCEMENT SERVICES AGREEMENT WITH THE PALM BEACH COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2016-19 for the Palm Beach County Sheriff's Office District 8 Wellington FY2017 budget and contract addendum.

- B. [16-0299](#) RESOLUTION NO. R2016-53 (PALM BEACH COUNTY SHERIFF'S OFFICE VILLAGE OF WELLINGTON LAW ENFORCEMENT SERVICES PLAN (LESP) FOR FY17)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING THE LAW ENFORCEMENT SERVICES PLAN (LESP) FOR FISCAL YEAR 2016-2017; AND PROVIDING AN EFFECTIVE DATE.

Approval of the Palm Beach County Sheriff's Office Village of Wellington Law Enforcement Services Plan (LESP) for FY17.

10. PUBLIC FORUM

11. ATTORNEY'S REPORT

12. MANAGER'S REPORTS

13. COUNCIL REPORTS

14. ADJOURNMENT**NOTICE**

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

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



Village of Wellington

Legislation Text

File #: 15-1020, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE AN EXISTING NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) CONTRACT, AS A BASIS FOR PRICING, WITH MUNICIPAL CODE CORPORATION, INC. (MCCI) FOR LASERFICHE DOCUMENT MANAGEMENT ANNUAL LICENSING, MAINTENANCE AND SUPPORT

REQUEST: Authorization to utilize an existing National Cooperative Purchasing Alliance (NCPA) contract, as a basis for pricing with MCCI for Laserfiche Document Management annual licensing, maintenance and support in the amount of \$45,931.90.

EXPLANATION: The Village's existing contract with MCCI to provide Laserfiche Document Management annual licenses, maintenance and support is set to expire on October 3, 2016. The IT Department is seeking authorization to utilize an existing NCPA contract, as a basis for pricing, for MCCI to provide such services, effective through October 3, 2017 in the amount of \$45,931.90.

On May 1, 2013, Region XIV Education Service Center on behalf of itself and other government agencies and made available through the NCPA, awarded NCPA contract #11-04 to MCCI for a term of one year. The contract had provisions allowing annual renewals for an additional four years, if mutually agreed. On March 1, 2016 the contract was renewed through May 31, 2017.

MCCI is the premier Laserfiche authorized reseller within the State of Florida offering a competitive overall cost to support and maintain the Laserfiche Document Management System.

In order to ensure the best pricing, staff found a recently awarded contract with the City of Miami and found the pricing quoted from the NCPA contract to be approximately \$2,500 less.

Staff recommends utilizing NCPA contract #11-04, as a basis for pricing, with MCCI for Laserfiche document management annual licensing, maintenance and support in the amount of \$45,931.90, through October 3, 2017.

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

<http://ncpa.us/Vendors/MCCI>

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the proposed FY 2017 budget.

WELLINGTON FUNDAMENTAL: Responsive Government

File #: 15-1020, Version: 1

RECOMMENDATION: Authorization to utilize an existing National Cooperative Purchasing Alliance (NCPA) contract, as a basis for pricing with MCCI for Laserfiche Document Management annual licensing, maintenance and support in the amount of \$45,931.90.

PRICING PROPOSAL

PO Box 2235
Tallahassee, FL 32316
850.701.0725
850.564.7496 fax

Complete and return to:
finance@mccinnovations.com

Client Name: Wellington, FL

Support Dates: 10/4/2016 - 10/3/2017

Product Description:	Qty.	Cost	NCPA 11-04	Total
ANNUAL SOFTWARE SUPPORT - BASIC LSAP				
<input checked="" type="checkbox"/> Rio Pilot - Records Management 50-99 Users <i>Includes Unlimited Laserfiche Servers, Records Management Edition, Workflow, WebAccess (including the SharePoint integration web parts and WebAccess Light), Advanced Audit Trail, Snapshot, and Email</i>	64	\$184.00	\$165.60	\$10,598.40
<input checked="" type="checkbox"/> Rio Restricted Named Users with Records Management	83	\$102.66	\$92.39	\$7,668.40
<input checked="" type="checkbox"/> Plus for Publishing <i>Royalty-free distribution of published media</i>	1	\$1,600.00	\$1,440.00	\$1,440.00
<input checked="" type="checkbox"/> Import Agent for Rio	1	\$300.00	\$270.00	\$270.00
<input checked="" type="checkbox"/> OCR Scheduler for Laserfiche - <i>Requires one dedicated Laserfiche User License</i>	1	\$330.00	\$297.00	\$297.00
<input checked="" type="checkbox"/> LF Scanconnect for Rio 10-pack	1	\$184.00	\$165.60	\$165.60
<input checked="" type="checkbox"/> Public Portal - Dual CPU Machine <i>Includes WebLink-only unlimited retrieval connections per processor. Provides read-only access thru LF WebLink. Any Physical server/VM using Public Portal must have a # of licenses = to # of processors on the LF Server.</i>	1	\$10,000.00	\$9,000.00	\$9,000.00
<input checked="" type="checkbox"/> Integration Express-HTE	1	\$525.00	\$472.50	\$472.50
<input checked="" type="checkbox"/> Integrator's Toolkit for Rio	1	\$750.00	\$675.00	\$675.00
<input checked="" type="checkbox"/> GeoDocs *Client requires Weblink or Web Access <i>Renewal Date is 10/1/2016</i>	1	\$4,500.00	\$4,500.00	\$4,500.00
<input checked="" type="checkbox"/> Managed Services for Laserfiche <i>Laserfiche Managed Services needs are estimated based on the current software components provided herein: up to 30 hours.</i>	1	\$3,780.00	\$3,780.00	\$3,780.00
<input checked="" type="checkbox"/> MCCI SLA 125-249 Laserfiche Users	1	\$7,850.00	\$7,065.00	\$7,065.00
Annual Support Total				\$45,931.90
<i>For budgetary purposes, the Client should include \$45,931.90 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCI's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.</i>				

Total Project Cost

\$45,931.90

This completed form will constitute as an order and will be in accordance with the terms and conditions of the existing contract between MCCI and the Client. Pricing is valid for 30 days from date appearing on this order. MCCI will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Note: MCCI will prorate the support of this additional software to be congruent with your current Laserfiche system's support (LSAP) dates, the purpose of which is to align all software with one support date so maintenance of your account is made easy. MCCI will bill for the actual amount of support, which may be higher or lower than quoted. To ensure you are budgeting correctly for future renewals, please add the amount listed in the budgetary note above to your current budgeted renewal amount. Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a \$50 additional charge. This will need to be requested.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Tuesday, March 1st, 2016

MCCi, LLC
ATTN: Donny Barstow
1700 Capital Circle SW
Tallahassee, FL 32310

Re: Annual Renewal of NCPA contract #11-04

Dear Donny:

Region XIV Education Service Center is happy to announce that MCCi, LLC has been awarded an annual contract renewal for Document and Records Management based on the proposal submitted to Region XIV ESC.

The contract will expire on May 31st, 2017, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads 'Ronnie Kincaid'.

Ronnie Kincaid
Region XIV, Executive Director



Legislation Text

File #: 15-1023, **Version:** 1

ITEM: AUTHORIZATION TO AWARD A SOLE SOURCE CONTRACT FOR THE PURCHASE OF BADGER WATER METERS AND COMPONENTS

REQUEST: Authorization to award a sole source contract to Innovative Metering Solutions, Inc. for the purchase of Badger water meters and components in an amount not to exceed \$140,000.

EXPLANATION: In 2008, the Village decided to use proprietary water metering products and technology manufactured by Badger Meter, Inc. Innovative Metering Solution, Inc. is the only manufacturer's authorized dealer, and sole source provider, for Badger Meter products in Florida. As such, it is necessary to enter into a sole source agreement for the purchase of Badger meters, parts and equipment for fiscal year 2017. Expenditures during this period are not anticipated to exceed \$140,000, which is the amount in the proposed FY 2016/17 budget. Unit pricing for various material covered under the contract are provided herein as Exhibit 2. The prices listed are equal to prices paid by other Utilities for Badger meter products and are comparable to prices charged by other meter manufacturers for similar meter products.

Staff recommends entering into a sole source contract with innovative Metering Solutions to provide Badger water meter and components in an amount not to exceed \$140,000.

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 Meter Services and Parts budget to cover this expenditure.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to award a sole source contract to Innovative Metering Solutions, Inc. for the purchase of Badger water meters and components in an amount not to exceed \$140,000.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223

P.O. Box 245036
Milwaukee, Wisconsin 53224-9536 (414) 355-0400



August 3, 2016

To All Badger Meter Customers in Florida:

This letter is to confirm that the Badger® ORION® Automatic Meter Reading (AMR) System including all hardware and software is proprietary to Badger Meter, Inc.

In addition, Innovative Metering Solutions, Inc. located in the Greater Tampa Bay area was assigned by Badger Meter, Inc. in 2009 to distribute and service its products to all public and private utilities within the State of Florida. Innovative Metering Solutions, Inc. is a stocking distributor and have been given the responsibility for all quotes and contracts for Badger Meter products. Innovative Metering Solutions, Inc. is the sole source provider for all Badger Meter products sold in the State of Florida.

If you have any further questions please contact us at 800-876-3837 or bids@badgermeter.com.

Sincerely,
BADGER METER, INC.

A handwritten signature in purple ink that reads "Theresa M. Szafranski". The signature is written in a cursive, flowing style.

Theresa M. Szafranski
Assistant Secretary

cc: Innovative Metering Solutions, Inc.



Innovative Metering Solutions, Inc.

2501-A Merchant Ave.

Odessa, Florida 33556

Phone 727.375.9701 Fax 727.375.9703

www.inmetering.com

Quotation

Date: 7/7/15

Ship To

Village of Wellington

Fax #	Phone #	Freight	Terms
		FOB	Net 30 Days
Description		Qty	Price Each
Badger Model 25 5/8 x 3/4" meter with RTR and Orion CE radio		A/R	\$173.00
Badger Model 55 1" meter with RTR and Orion CE radio		A/R	\$276.00
Badger Model 120 1 1/2" meter with RTR and Orion CE radio		A/R	\$409.00
Badger Model 170 2" meter with RTR and Orion CE radio		A/R	\$520.00
Est of pricing effective 10/1/15 through 9/31/16			

Total \$31,880.20

Prices are firm for acceptance within 30 days and an order placed within that time period will indicate acceptance. Prices are subject to change without notice unless specifically stated in this quotation. All sales are subject to applicable sales tax unless tax exempt certificate is provided. Returned material is subject to restocking charges. Please see our website, www.inmetering.com for details. Add 3.5% for all Credit Card or P Card purchases.

Signature Steve Portlance



Legislation Text

File #: 16-0358, **Version:** 1

ITEM: RESOLUTION NO. R2016-59 (AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR THE PROVISION OF INMATE LABOR FOR MAINTENANCE OF THE WELLINGTON ENVIRONMENTAL PRESERVE AT THE MARJORY STONEMAN DOUGLAS EVERGLADES HABITAT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MANAGER OR DESIGNEE TO EXECUTE THE CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE FOR THE USE OF INMATE LABOR IN WORK PROGRAMS WITHIN THE WELLINGTON ENVIRONMENTAL PRESERVE AT THE MARJORY STONEMAN DOUGLAS EVERGLADES HABITAT; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of the Agreement between Wellington and the Florida Department of Corrections for the provision of inmate labor for the maintenance of the Wellington Environmental Preserve at the Marjory Stoneman Douglas Everglades Habitat.

EXPLANATION: In October of 2014, Council approved a Contract with the Florida Department of Corrections for the provision of inmate labor for maintenance of the Wellington Environmental Preserve. The Contract was for a one (1) year term with an option to renew for an additional year through January 6, 2017. This contract reflects the use of inmates provided by the Martin Correctional Institution in Indiantown through the Florida Department of Corrections.

Accordingly, staff is proposing approval of the Contract with the Florida Department of Corrections for a term of one (1) year beginning in January 2017 with an additional one (1) year renewal option. The terms and conditions of the Contract will remain the same at an annual cost of \$57,497.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Budgeted funds are included within the FY17 Surface Water Budget #110-2010-538.34-17.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Approval of the Agreement between Wellington and the Florida Department of Corrections for the provision of inmate labor for the maintenance of the Wellington Environmental Preserve at the Marjory Stoneman Douglas Everglades Habitat.

RESOLUTION NO. R2016-59

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING AND AUTHORIZING THE MANAGER OR
DESIGNEE TO EXECUTE THE CONTRACT WITH THE
FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE
FOR THE USE OF INMATE LABOR IN WORK PROGRAMS
WITHIN THE WELLINGTON ENVIRONMENTAL PRESERVE
AT THE MARJORY STONEMAN DOUGLAS EVERGLADES
HABITAT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Corrections and Wellington have negotiated a contract for the use of inmate labor for the maintenance of the Wellington Environmental Preserve at the Marjory Stoneman Douglas Everglades Habitat; and

WHEREAS, said Contract provides for a term of one (1) year with Wellington having the option to renew the Contract for an additional one (1) year period; and

WHEREAS, under the terms of the Contract it is anticipated that the Department of Corrections will be paid \$57,497.00 annually for the guard and work squad; and

WHEREAS, Council approved entering into the final renewal of the previous contract through Amendment #1 and Resolution R2015-57; and

WHEREAS, Staff recommends that the Contract between Wellington and the Florida Department of Corrections be approved for a period of one (1) year expiring on January 6, 2018 with an option to renew for an additional one (1) year period; and

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 Contract with the Florida Department of Corrections (attached hereto as Exhibit "A") and authorizes the Manager or his Designee to execute said agreement on behalf of Wellington.

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

PASSED AND ADOPTED this 23rd day of August, 2016.

ATTEST:

WELLINGTON

1 By: _____
2 Rachel R. Callovi, Clerk
3

By: _____
Anne Gerwig, Mayor

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

7
8 By: _____
9 Laurie Cohen, Attorney for Wellington
10
11

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
VILLAGE OF WELLINGTON

This Contract is between the Florida Department of Corrections ("Department") and the Village of Wellington ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the Village of Wellington is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on January 7, 2017, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or January 6, 2018, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for up to one (1) year period, in whole or part, after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT**A. Administrative Functions**

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services**1. Responsibilities of the Department**

- a. Pursuant to Chapter 33-601.202(2)(a), Florida Administrative Code, supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to eight (8) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**.

Once the Agency reimburses the Department for the costs reflected on **Addendum A, Section II.**, these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Security Operations, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATIONA. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Mitch Fleury, Director
Village of Wellington Public Works
12300 Forest Hill Boulevard
Wellington, Florida 33414
Phone: (561) 791-4140
Fax: (561) 791-4023
Email: mfleury@wellingtonfl.gov

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address, and telephone number of the Department's Contract Manager for this Contract is:

Warden
Martin Correctional Institution
1105 S.W. Allapattah Road
Indiantown, Florida 34956
Telephone: (772) 597-8022
Switchboard: (772) 597-3705

B. Department's Contract Administrator

The Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Mitch Fleury, Director
Village of Wellington Public Works
12300 Forest Hill Boulevard
Wellington, Florida 33414
Phone: (561) 791-4140

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS**A. Records**

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section **III., COMPENSATION**.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Director of Institutional Operations. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section **IV., CONTRACT MANAGEMENT**, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Contract Manager.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

REMAINDER OF SPACE INTENTIONALLY LEFT BLANK

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: VILLAGE OF WELLINGTON

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED

BY: _____

NAME: Kelley J. Scott

TITLE: Director, Office of Administration

DATE: _____

SIGNED

BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Addendum A
Inmate Work Squad Detail of Costs for Village of Wellington
Interagency Contract Number W1088 Effective January 7, 2017

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:

				Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officers	Multiplier	1	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment				\$ 1,128.00	\$ 1,128.00
Repair and Maintenance				\$ 121.00	\$ 121.00
State Personnel Assessment				\$ 354.00	\$ 354.00
Training/Criminal Justice Standards				\$ 200.00	\$ 200.00
Uniform Purchase				\$ 400.00	\$ 400.00
Uniform Maintenance				\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *				\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency				<u>\$ 58,972.00</u>	<u>\$ 56,747.00</u>

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.
IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

"

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

	Number Squads	Total Annual Cost
	1	<u>\$ 750.00</u>
TOTAL - To Be Billed By Contract To Agency		<u>\$ 750.00</u>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES ☒ NO ☐
ENCLOSED TRAILER REQUIRED: YES ☐ NO ☒

Addendum A
Inmate Work Squad Detail of Costs for Village of Wellington
Interagency Contract Number W1088 Effective January 7, 2017

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:								
Hand Held Radio	MACOM	\$4969.00	<input checked="" type="checkbox"/>	1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input type="checkbox"/>		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency					\$ -			
V. TOTAL COSTS TO BE ADVANCED BY AGENCY:								
1. Operating Capital - from Section IV.					\$0.00			
2. Grand Total - To Be Advanced By Agency At Contract Signing:					\$0.00			
VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:								
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.					\$56,747.00			
2. Other Related Expenses and Security Supplies - from Section II.					\$750.00			
3. Grand Total - To Be Billed To Agency By Contract:					\$57,497.00			
VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:					\$57,497.00			
(Total of Sections V. and VI.)								
VIII. OVERTIME COSTS:								
If the contracting Agency requests overtime for the work squad which is approved by the Department,								
the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.								

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Village of Wellington
Interagency Contract Number W1088 Effective January 7, 2017

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



Legislation Text

File #: 16-0362, **Version:** 1

ITEM: RESOLUTION NO. R2016-61 (REGULAR COUNCIL MEETING SCHEDULE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING A SCHEDULE FOR REGULAR COUNCIL MEETINGS FOR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Council approval of Resolution No. R2016-61 approving the Regular Council Meeting Schedule for FY2016/2017.

EXPLANATION: Section 5(h) of Wellington's Charter provides that Council shall by Resolution adopt a schedule of Regular Council meetings. Attached is a schedule of Council meetings.

The following holidays/dates conflict with Council meeting days:

- Yom Kippur begins on October 11th at sunset
- Election Day is scheduled for November 8th. However, in the past, Council has not rescheduled their meeting when it conflicts with Election Day.
- Passover begins on April 11th at sunset
- Meeting dates in September may change depending on when the County and School Board set their budget hearing meetings.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Council approval of Resolution No. R2016-61 approving the Regular Council Meeting Schedule for FY2016/2017.

RESOLUTION NO. R2016-61**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
ADOPTING A SCHEDULE FOR REGULAR COUNCIL
MEETINGS FOR 2016/2017 AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Section 5(H) of the Wellington Charter provides that the Council shall by resolution prepare a schedule of regular Council meetings; and

WHEREAS, such schedule has been prepared for 2016/2017 fiscal Council meetings and is attached hereto.

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

SECTION 1. The regular Wellington Council meeting schedule for the calendar year 2011/2012 attached hereto as Exhibit "A" is hereby adopted.

SECTION 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 23rd day of August 2016

ATTEST:

WELLINGTON, FLORIDA

BY: _____
Rachel R. Callovi, CMC, Clerk

BY: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney

WELLINGTON VILLAGE COUNCIL

FY 2016/2017

MEETING SCHEDULE

OCTOBER 2016 10/11 Regular Meeting (Yom Kippur begins October 11 at sunset) 10/25 Regular Meeting	NOVEMBER 2016 11/8 Regular Meeting Election Day 11/22 Regular Meeting	DECEMBER 2016 12/13 Regular Meeting	JANUARY 2017 1/10 Regular Meeting 1/24 Regular Meeting & Acme Landowners Mtg.
FEBRUARY 2017 2/14 Regular Meeting 2/28 Regular Meeting	MARCH 2017 3/14 Regular Meeting 3/28 Regular Meeting	APRIL 2017 4/11 Regular Meeting (Passover begins April 11 at sunset) 4/25 Regular Meeting	MAY 2017 5/9 Regular Meeting 5/23 Regular Meeting
JUNE 2017 6/13 Regular Meeting 6/27 Regular Meeting	JULY 2017 7/11 Regular Meeting 7/25 Regular Meeting (OPTIONAL)	AUGUST 2017 8/8 Regular Meeting 8/22 Regular Meeting	SEPTEMBER 2017 9/12 Regular Meeting 9/26 Regular Meeting

2016

- October 2 – 4, 2016 – Rosh Hashanah: Begins on October 2nd at sunset ends on October 4th at sunset.
- October 10, 2016 – Columbus Day
- October 11 – 12, 2016 - Yom Kippur: Begins on October 11th at sunset; ends on October 12th at sunset.
- November 8, 2016 – Election Day
- November 11, 2016 – Veteran's Day
- November 16 -19, 2016 – NLC Congress of Cities Conference in PA
- November 24, 2016 – Thanksgiving Day
- December 8 – 9, 2016 – 2016 FLOC Annual Legislative Conference in Orlando
- December 24, 2016 – First Day of Hanukkah starts at sundown and ends January 1, 2017 at sundown
- December 25, 2016 – Christmas
- December 26, 2016 - Kwanzaa

2017

- January 16, 2017 – Martin Luther King Day
- February 20, 2017 – Presidents' Day
- March 7 – 8, 2017 – Palm Beach County Day 2017 in Tallahassee
- March 17 – 24, 2017 – Palm Beach County Schools Spring Break
- April 11 - 18, 2017 – First Day of Passover: Begins on April 11th at sunset; ends on April 18th at sunset.
- May 29, 2017 – Memorial Day
- July 4, 2017 – 4th of July Holiday
- August 17-19, 2017 – FLOC Annual Conference in Orlando
- September 21 – 22, 2017 – Rosh Hashanah: Begin on September 21st at sunset; ends on September 22nd at sunset.
- September 29 - 30, 2017 – Yom Kippur: Begins on September. 29th at sunset; ends on September 30th at sunset.

Notes

- Meetings dates in September may change depending on when the County and School Board set their budget hearing meetings



Village of Wellington

Legislation Text

File #: 16-0363, **Version:** 1

ITEM: RESOLUTION NO. R2016-60 (ANNUAL LISTING OF PROCLAMATIONS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MAYOR TO EXECUTE CERTAIN PROCLAMATIONS FOR FISCAL YEAR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-60 approving the Annual Listing of Proclamations for FY 2016/2017.

EXPLANATION: In 2010, Council approved Resolution No. R2010-57 that established the annual approval of recurring proclamations. Attached for Council's approval is the listing of Proclamations for FY2016/2017.

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 Resolution No. R2016-60 approving the Annual Listing of Proclamations for FY 2016/2017.

RESOLUTION NO. R2016-60**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
AUTHORIZING THE MAYOR TO EXECUTE CERTAIN
PROCLAMATIONS FOR FISCAL YEAR 2016/2017; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Council had historically approved proclamations at their regular meetings recognizing and/or designating certain events;

WHEREAS, in an effort to be more efficient and result in more timely distribution of proclamations to designated entities and individuals, the Wellington Council approved Resolution No. R2010-57 which established the annual approval of reoccurring proclamations; and

WHEREAS, such schedule of proclamations has been prepared for the Fiscal year 2015/2016 and is attached hereto, as Exhibit "A".

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

SECTION 1. The schedule of proclamations for Fiscal Year attached hereto as Exhibit "A" is hereby adopted, and the Manager is directed to prepare in a timely manner proclamations recognizing the events and issues set forth in the schedule, to be executed by the Mayor.

SECTION 2. The passage of this resolution does not preclude the issuance of additional proclamations for other matters throughout the course of the upcoming year, at the direction of either the Mayor, the Council individually or the Council as a whole.

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

PASSED AND ADOPTED this 23rd day of August 2016.

ATTEST:

WELLINGTON, FLORIDA

BY: _____
Rachel R. Callovi, CMC, Clerk

BY: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney

ANNUAL PROCLAMATION LIST – OCT. 2016 – SEPT. 2017

<u>OCTOBER 2016</u> Breast Cancer Awareness Month Community Planning Week Red Ribbon Week	<u>NOVEMBER 2016</u> National Epilepsy Awareness Month	<u>DECEMBER 2016</u>	<u>JANUARY 2017</u>
<u>FEBRUARY 2017</u> African American History Month American Heart Month Wellington Reads Month 2-1-1 Awareness Month	<u>MARCH 2017</u> Red Cross Month Sunshine Week	<u>APRIL 2017</u> Arbor Day Earth Day Wellington Garden Club Week Volunteer Week Drowning Prevention Awareness Month Fair Housing Month Water Conservation Month	<u>MAY 2017</u> American Wetlands Month Civility Month Get Active America Month National Aquatic Month National Missing Children's Day National Public Works Week Water Reuse Week National Travel & Tourism Week/National Travel Day Lyme Disease Awareness Month National EMS Week National Teacher Recognition Week National Law Enforcement Week
<u>JUNE 2017</u> Code Compliance Appreciation Week Amateur Radio Week National Garden Week Wellington Garden Club Week	<u>JULY 2017</u> National Parks & Recreation Month	<u>AUGUST 2017</u> Florida Water & Pollution Control Professionals Month Firefighter Appreciation Month	<u>SEPTEMBER 2017</u> Constitution Week Rotary Peace Community Sickle Cell Awareness Month United Nations Day of Peace Caribbean American For Community Involvement in Florida Hunger Action Month Childhood Cancer Awareness Month



Village of Wellington

Legislation Text

File #: 16-0344, **Version:** 2

ITEM: ORDINANCE NO. 2016-12 (BED AND BREAKFAST ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, PROPOSING A ZONING TEXT AMENDMENT (PETITION NUMBER 16-010/2016-001ZTA) AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: To approve Ordinance No. 2016-12, a zoning text amendment to Wellington's Land Development Regulations pertaining to bed and breakfasts Village-wide including the Equestrian Overlay Zoning District.

EXPLANATION: Wellington's LDRs currently provide Village-wide regulations for bed and breakfasts in Section 6.4.4.20. Regulations in 6.10.7.B.4 provide additional requirements for bed and breakfasts located specifically within the Equestrian Overlay Zoning District (EOZD). Ordinance No. 2016-12 proposes a Zoning Text Amendment to modify these regulations.

At the May 4, 2016 Planning, Zoning and Adjustment Board (PZAB) meeting, a motion was made to recommend approval of Ordinance No. 2016-12, but it did not carry. No further recommendation was made; therefore, the application moved forward to Council with a PZAB recommendation of denial. Council discussed the item and remanded it back to the PZAB for further discussion and recommendation. Additionally, staff made changes to the proposed amendment that would clarify the regulations and address several items discussed by Council. PZAB heard the item again on August 10, 2016. They recommended approval of the item as presented by staff with a 5-1 vote. Upon review of the ordinance during the agenda publishing process two changes were added. The first was in Sec 6.4.4.20.c clarifying that within the majority of the Village the maximum number of guest bedrooms allowed in a B&B remains at five and that on lots five acres or larger the maximum number of guest bedrooms is eight. The second change was in Sec 6.4.4.20.e. which added the requirement that the Palm Beach County Health Department approve septic tanks and drain fields if they B&B was not connected to the public water and waste water system..

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

File #: 16-0344, Version: 2

RECOMMENDATION: Approval of Ordinance No. 2016-12, a zoning text amendment to Wellington's Land Development Regulations pertaining to bed and breakfasts Village-wide including the Equestrian Overlay Zoning District.

ORDINANCE NO. 2016-12

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Wellington Council desires to amend Sections 6.4.4.20 and 6.10.7.B.4 of Wellington's Land Development Regulations related to Bed and Breakfast establishments; and

WHEREAS, Bed and Breakfast establishments shall be required to obtain Development Review Committee (DRC) approval in all applicable zoning districts; and

WHEREAS, The Equestrian Preserve Committee recommended approval of the amendments at the April 13, 2016 meeting with a unanimous vote (6-0) with recommended modifications; and

WHEREAS, the Planning, Zoning and Adjustment Board, acting as the Local Planning Agency, after notice and public hearing on August 10, 2016 has reviewed the proposed Ordinance and recommended approval with a 5-1 vote; and

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

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

SECTION 1: Section 6.4.4.20 of Wellington's Land Development Regulations is hereby amended as follows [~~strike-through~~ formatted text is to be deleted; underline formatted text is to be added]:

20. **Bed and Breakfast means** an owner occupied single-family dwelling that offers lodging for paying guests and which serves breakfast to these guests. A Bed and Breakfast use shall comply with the following supplementary use standards:

- 1 a. ~~Approval.~~ Bed and Breakfast establishments shall be required to obtain a special
2 ~~permit from the Zoning Division.~~ Development Review Committee approval.
3
- 4 b. ~~Resident owner.~~ The owner operator shall reside on the premises fulltime.
5
- 6 c. On lots up to five (5) acres a Bed and Breakfast may have five (5) bedrooms for
7 paying guests. On lots five (5) acres or larger a Bed and Breakfast may have up
8 to eight (8) bedrooms for paying guests.
9
- 10 d. The minimum lot size for an establishment shall be at least two acres. Any
11 combination of lots to achieve the minimum lot size shall be accomplished by a
12 replat of the affected properties.
13
- 14 e. A Bed and Breakfast establishment shall be required to connect to public water
15 and sewer systems where public water and sewer is available. Proposed private
16 well and septic/drain field systems will be reviewed by the Village Engineer and
17 Palm Beach County Health Department should public water and sewer not be
18 available.
19
- 20 f. Each Bed and Breakfast establishment shall have a separation requirement of
21 one thousand three hundred twenty (1,320) linear feet, measured from the
22 closest property line of each establishment.
23
- 24 g. A Bed and Breakfast establishment shall not contain rental dwelling units.
25
- 26 e.h. ~~No adverse effect.~~ The proposed use of the property shall not adversely affect
27 the immediate neighborhood or create noise, light or traffic conditions detrimental
28 to the neighboring residents.
29
- 30 d. ~~No nuisance or hazard.~~ The proposed use of the property shall not create noise,
31 light or traffic conditions detrimental to the neighboring residents.
32
- 33 e.i. ~~Exterior alterations.~~ Only exterior alterations necessary to assure safety of the
34 structure, ~~or~~ enhance the compatibility with the surrounding neighborhood or
35 modifications necessary to be in compliance with ADA requirements limited to
36 one bedroom, one bathroom and all common areas shall be made for the
37 purpose of providing a Bed and Breakfast establishment.
38
- 39 f.j. ~~Breakfast only.~~ No meals other than breakfast shall be served to paying guests.
40 Meal service shall be limited to guests and shall include only breakfasts and wine
41 and cheese functions.
42
- 43 g.k. ~~Guest register.~~ The resident owner shall keep a current guest register including
44 names, addresses and dates of occupancy of all guests.
45
- 46 h.l. ~~Building code requirements.~~ The building shall comply with all applicable
47 requirements of dwelling units included in the Standard Florida Building Code.
48

- 1 i.m. Outdoor advertising. Generally, outdoor advertising shall be prohibited. However,
 2 a variance for a small sign shall be granted if the petitioner demonstrates that
 3 there are particular circumstances that would find the sign to be compatible with
 4 the surrounding neighborhood. All other conditions of this Code for a variance
 5 and signage must be met. One (1) sign for the establishment may be installed to
 6 indicate the establishment name, address and logo. The sign shall have a
 7 maximum width two (2) feet, maximum height (2) feet and a maximum four (4)
 8 square feet sign area.
- 9
- 10 n. The establishment must be located as part of and attached to the principal single
 11 family residential dwelling on the property and the portion of the dwelling utilized
 12 for the establishment shall comply with all setbacks for the principal structure.
- 13
- 14 o. Each establishment shall provide at a minimum, two (2) spaces for the
 15 establishment plus one (1) space for each bedroom for rent. Parking areas may
 16 consist of paving, grass, gravel or other materials, subject to the Village
 17 Engineer's approval.
- 18
- 19 p. Guests shall be limited to a length of stay that does not exceed 30 consecutive
 20 days.
- 21
- 22 j. ~~Renewal of Special Permit. The special permit shall be renewed annually in~~
 23 ~~accordance with Section 5.5.5.J of this Code.~~
- 24

25 **SECTION 2:** Section 6.10.7.B.4 of Wellington's Land Development Regulations is
 26 hereby amended as follows [~~strike-through~~ formatted text is to be deleted; underline formatted
 27 text is to be added]:

28

29 4. Bed and Breakfast Establishments.

- 30
- 31 a. Bed and Breakfast establishments in the EOZD shall meet 6.4.4.20 regulations.
 32 Additionally the following supplemental regulations shall apply within the EOZD:
- 33
- 34 ~~a.~~ ~~The establishments shall not exceed five (5) bedrooms for rent.~~
- 35
- 36 ~~b.~~ ~~Meal service shall be limited to guests and shall include only breakfasts and wine~~
 37 ~~and cheese functions.~~
- 38
- 39 ~~c.~~ ~~The establishment must be located as part of and attached to the principal single~~
 40 ~~family residential dwelling on the property and the portion of the dwelling utilized~~
 41 ~~for the establishment shall comply with all setbacks for the principal structure.~~
- 42
- 43 ~~d.~~ ~~The owner of the establishment must reside on the premise on a full time basis.~~
- 44
- 45 ~~e.~~ ~~Minimum lot size for an establishment shall be at least three (3) acres. Any~~
 46 ~~combination of lots to achieve the minimum lot size shall be accomplished by a~~
 47 ~~replat of the affected properties.~~
- 48

- 1 f. ~~Each establishment shall provide, at a minimum, the number and type of parking~~
2 ~~spaces listed below.~~
3
4 i. ~~Two (2) spaces per residential dwelling.~~
5
6 ii. ~~One (1) space for each room included as part of the establishment.~~
7
8 iii. ~~At least two (2) spaces for horse trailers.~~
9
10 iv. ~~All parking areas must be located within two hundred fifty (250) feet of the~~
11 ~~principal entrance of the establishment.~~
12
13 v. ~~Parking areas may consist of paving, grass, gravel or other materials,~~
14 ~~subject to the Village's engineering standards.~~
15
16 g.b. ~~Principal and secondary v~~ehicular ~~access for patrons shall be located along a~~
17 ~~not more than 1,320 linear feet from a collector or arterial street. Vehicular~~
18 ~~access for patrons shall not be provided via a local residential street.~~
19
20 h. ~~An application for approval of a bed and breakfast shall provide evidence of~~
21 ~~adequate water and sewer capacity adequate for the proposed establishment.~~
22
23 i.c. ~~Patrons of the establishment may stable horses in a permanent barn or stable~~
24 ~~located on the same parcel as the establishment. Temporary stabling tents are~~
25 ~~prohibited for Bed and Breakfast establishments.~~
26
27 j. ~~One (1) sign for the establishment may be installed, and shall comply with the~~
28 ~~following standards:~~
29
30 i. ~~Maximum size of four (4) square feet;~~
31
32 ii. ~~Maximum installation height of eight (8) feet;~~
33
34 iii. ~~Maximum sign width of two (2) feet;~~
35
36 iv. ~~Maximum sign height of two (2) feet; and~~
37
38 v. ~~May indicate the establishment name, address, and logo.~~
39
40 k. ~~One (1) establishment shall be separated from another establishment by not less~~
41 ~~than one thousand three hundred twenty (1,320) lineal feet, measured from the~~
42 ~~closest property line of each establishment.~~
43

44 **SECTION 3:** Should any section, paragraph, sentence, clause, or phrase of this
45 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
46 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of this
47 Ordinance shall prevail to the extent of such conflict.
48

1 **SECTION 4:** Should any section, paragraph, sentence, clause, or phrase of this
2 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall
3 not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the
4 part so declared to be invalid.

5
6 **SECTION 5:** This Ordinance shall become effective immediately upon adoption by the
7 Village Council following second reading.

8
9 (The remainder of this page left intentionally blank)

DRAFT

PASSED this _____ day of _____ 2016, upon first reading.

PASSED AND ADOPTED this _____ day of _____ 2016, on second and final reading.

WELLINGTON

FOR

AGAINST

BY:

Anne Gerwig, Mayor

John T. McGovern, Vice Mayor

Michael Drahos, Councilman

Michael J. Napoleone, Councilman

Tanya Siskind, Councilwoman

ATTEST:

BY:

Rachel Callovi, Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY:

Laurie Cohen, Village Attorney



**WELLINGTON
PLANNING & ZONING DIVISION
STAFF REPORT**

I. PETITION DESCRIPTION:

Petition Number: 16-010 (2016-001ZTA), Ordinance No. 2016-12

Project Name: Bed and Breakfast Zoning Text Amendment

Applicant/Petitioner: Mimi Hockman

Agent: Pattie Detwiler, Bed and Breakfast Consultant

II. REQUEST:

The agent, Pattie Detwiler, on behalf of the applicant, Mimi Hockman, is seeking approval of a Zoning Text Amendment to modify sections 6.4.4.20 and 6.10.7.B.4 of the Wellington Land Development Regulations (LDRs), pertaining to bed and breakfast establishments Village-wide and within the Equestrian Preserve Area (EPA).

III. CURRENT ZONING TEXT:

Wellington's LDRs currently provide Village-wide regulations for bed and breakfasts in Section 6.4.4.20 (Exhibit A). Additionally, bed and breakfasts require a special use permit in all residential straight zoning districts. In Planned Development Districts, they are either permitted by right or require a special use permit depending on the district.

Regulations in 6.10.7.B.4 (Exhibit B) provide additional requirements for bed and breakfasts located specifically within the Equestrian Overlay Zoning District (EOZD). In the EPA they are only permitted as Conditional Uses in residential areas, with the exceptions of Little Ranches where they require a special use permit and Rustic Ranches where they are prohibited. They are prohibited in all commercial districts of the EOZD.

IV. PROPOSED CHANGES:

A summary of the proposed changes to the LDRs is below. The specific changes to 6.4.4.20 and 6.10.7.B.4 are provided in Exhibits C and D respectively.

The LDRs currently allow bed and breakfasts either by right or require a special use permit based upon location. The proposed change would require approval by the Development Review Committee (DRC), which includes review from Planning and Zoning, Engineering, Building, Traffic and Palm Beach County Fire Rescue. This change would provide a comprehensive review of the request and eliminate the requirement to renew a special use permit on an annual basis were applicable. DRC is tasked with reviewing the application for consistency with the LDRs, compatibility with the surrounding area and applying conditions to mitigate impacts when necessary.

Current regulations allow only alterations to the structure to assure safety or enhance compatibility with the surrounding neighborhood. The proposed change would allow for additional alternations necessary for ADA compliance.

Currently bed and breakfasts outside the EPA are only allowed to serve breakfast. The proposed changes would allow wine and cheese functions as well. Wine and cheese functions are currently permitted in the EOZD regulations and staff is proposing the same regulation across the board.

Pursuant to the LDRs, minimal signage may be permitted upon approval. The proposed changes will provide regulations to permit a small sign as part of the DRC approval without requiring further application or approval.

A minimum lot size of two (2) acres is proposed with a maximum of five (5) guest rooms for properties of less than five (5) acres, and up to eight (8) guest rooms for properties of five (5) acres or greater. There currently is no minimum lot size requirement or maximum number of guest rooms outside the EPA.

It is required that all bed and breakfasts shall connect to public water and sewer systems when available. Proposed private well and septic/drainfield systems will be reviewed by the Village Engineer and Palm Beach County Health Department should public water and sewer not be available.

Currently, there is no separation requirement between bed and breakfasts outside the EPA. EOZD regulations stipulate a 1,320 foot distance between establishments. Staff is proposing the same regulation across the board to limit intensity of use.

A prohibition on rental dwelling units within bed and breakfasts is proposed to ensure and protect the intended use.

Parking for a bed and breakfast is not currently addressed in the LDRs. The proposed changes will require two spaces per bed and breakfast establishment plus one space per guest bedroom.

A 30 day maximum length of stay is being proposed. Currently there is no length of stay limit. Many municipalities limit length of stay to 7-14 days. Staff feels because of Wellington's equestrian character, guests may be utilizing the bed and breakfasts while attending horse shows and a 30 day maximum length of stay would be more appropriate.

Summary of 6.4.10.7.B.4 changes:

Within the EPA a bed and breakfast is currently limited to five (5) guest rooms with a three acre minimum lot size requirement. The proposed amendment will increase the number of guest rooms to eight (8) for properties of five (5) acres or greater and reduce the three acre minimum lot size to two acres. Staff believes a minimum lot size of two acres is large enough to support a bed and breakfast with eight guest rooms. The properties would be subject to the same setback requirements and floor area ratio limits as any single family residence. However, allowing eight (8) guest rooms on properties exceeding five (5) acres in size would provide a more economically feasible option versus limiting the properties to five (5) guest rooms and a three acre minimum lot size. However, it is recommended that the limit for properties between two (2) and five (5) acres should remain at a maximum of five (5) guest rooms. Additionally, since this regulation is proposed Village-wide, it has been removed from the EOZD section and placed in Section 6.4 as referenced above.

Current regulations state principal and secondary vehicular access for patrons shall be located along a collector or arterial street. The limited number of collector and arterial streets in the EOZD and even fewer access points directly to these streets severely limits available properties in the EOZD. It is proposed that access for patrons shall be located not more than 1,320 linear feet (1/4 mile) from a collector or arterial street.

VI. STAFF RECOMMENDATION:

Staff recommends approval of petition 16-010 (2016-001ZTA) to amend Section 6.4.4.20 and 6.10.7.B.4 of the LDRs pertaining to bed and breakfast establishments Village-wide and within the EOZD.

VII. BOARDS, COMMITTEES and COUNCIL:

1. Equestrian Preserve Committee:

The application was heard and recommended for approval at the April 13, 2016 Equestrian Preserve Committee (EPC) meeting with a unanimous vote (6-0). EPC recommended changes which are identified (in **BOLD UNDERLINE** text) in Exhibit C and D.

2. Planning Zoning and Adjustment Board:

This application was heard at the Planning Zoning and Adjustment Board (PZAB) meeting on May 4, 2016. A motion was made to recommend approval but it did not carry. No further recommendation was made; therefore, the application went to Council with a recommendation of denial. On August 10, 2016, PZAB heard the item again as requested by Council and recommended approval as presented by staff, without the suggested modification proposed by EPC, with a 5-1 vote. Ms. Coleman was not in favor of approval.

3. Council:

This application was discussed at the Council Meeting on May 24, 2016. It was remanded back to PZAB for their comments and/or recommendation. PZAB will hear this item on August 10, 2016. The item will then be heard at the August 23, 2016 (1st Reading) and September 13, 2016 (2nd Reading) Council meetings.

Exhibit A – Current Bed and Breakfast Regulations

6.4.4.20 Bed and Breakfast means an owner-occupied single-family dwelling that offers lodging for paying guests and which serves breakfast to these guests. A Bed and Breakfast use shall comply with the following supplementary use standards:

- a. Approval. Obtain a special permit from the Zoning Division.
- b. Resident owner. The owner operator shall reside on the premises.
- c. No adverse effect. The proposed use of the property shall not adversely affect the immediate neighborhood.
- d. No nuisance or hazard. The proposed use of the property shall not create noise, light or traffic conditions detrimental to the neighboring residents.
- e. Exterior alterations. Only exterior alterations necessary to assure safety of the structure or enhance the compatibility with the surrounding neighborhood shall be made for the purpose of providing a Bed and Breakfast.
- f. Breakfast only. No meals other than breakfast shall be served to paying guests.
- g. Guest register. The resident owner shall keep a current guest register including names, addresses and dates of occupancy of all guests.
- h. Building code requirements. The building shall comply with all requirements of dwelling units included in the Standard Building Code.
- i. Outdoor advertising. Generally, outdoor advertising shall be prohibited. However, a variance for a small sign shall be granted if the petitioner demonstrates that there are particular circumstances that would find the sign to be compatible with the surrounding neighborhood. All other conditions of this Code for a variance and signage must be met.
- j. Renewal of Special Permit. The special permit shall be renewed annually in accordance with Section 5.5.5.J of this Code.

Exhibit B – Current Bed and Breakfast Regulations in the EOZD**6.10.7.4 Bed and Breakfast Establishments.**

- a. The establishments shall not exceed five (5) bedrooms for rent.
- b. Meal service shall be limited to guests and shall include only breakfasts and wine and cheese functions.
- c. The establishment must be located as part of and attached to the principal single family residential dwelling on the property and the portion of the dwelling utilized for the establishment shall comply with all setbacks for the principal structure.
- d. The owner of the establishment must reside on the premise on a full-time basis.
- e. Minimum lot size for an establishment shall be at least three (3) acres. Any combination of lots to achieve the minimum lot size shall be accomplished by a replat of the affected properties.
- f. Each establishment shall provide, at a minimum, the number and type of parking spaces listed below.
 - i. Two (2) spaces per residential dwelling.
 - ii. One (1) space for each room included as part of the establishment.
 - iii. At least two (2) spaces for horse trailers.
 - iv. All parking areas must be located within two hundred fifty (250) feet of the principal entrance of the establishment.
 - v. Parking areas may consist of paving, grass, gravel or other materials, subject to the Village's engineering standards.
- g. Principal and secondary vehicular access for patrons shall be located along a collector or arterial street. Vehicular access for patrons shall not be provided via a local residential street.
- h. An application for approval of a Bed and Breakfast shall provide evidence of adequate water and sewer capacity adequate for the proposed establishment.
- i. Patrons of the establishment may stable horses in a barn or stable located on the same parcel as the establishment.
- j. One (1) sign for the establishment may be installed, and shall comply with the following standards:
 - i. Maximum size of four (4) square feet;
 - ii. Maximum installation height of eight (8) feet;
 - iii. Maximum sign width of two (2) feet;
 - iv. Maximum sign height of two (2) feet; and
 - v. May indicate the establishment name, address, and logo.
- k. One (1) establishment shall be separated from another establishment by not less than one thousand three hundred twenty (1,320) linear feet, measured from the closest property line of each establishment.

Exhibit C – Proposed Bed and Breakfast Regulations

*The applicant's requested changes and staff recommendations are presented below. Recommended changes from the EPC are below in **BOLD UNDERLINE**.*

6.4.4.20 Bed and Breakfast Establishments

Bed and Breakfast means an owner occupied, single-family dwelling that offers lodging for paying guests and which serves breakfast to these guests. A Bed and Breakfast use shall comply with the following supplementary use standards:

- a. Bed and Breakfast establishments shall be required to obtain Development Review Committee approval.
- **Bed and Breakfasts shall be required to obtain Conditional Use approval from Council.**
- b. The owner operator shall reside on the premises fulltime.
- c. The establishment shall not exceed eight (8) bedrooms for paying guests.
- d. The minimum lot size for an establishment shall be at least two acres. Any combination of lots to achieve the minimum lot size shall be accomplished by a replat of the affected properties.
- e. A Bed and Breakfast establishment should be required to connect to public water and sewer systems. Proposed private well and septic/drainfield systems will be reviewed by the Village Engineer should public water and sewer not be available.
- f. Each Bed and Breakfast establishment shall have a separation requirement of one thousand three hundred twenty (1,320) linear feet, measured from the closest property line of each establishment.
- g. A Bed and Breakfast establishment shall not contain rental dwelling units.
- h. The proposed use of the property shall not adversely affect the immediate neighborhood or create noise, light or traffic conditions detrimental to the neighboring residents.
- i. Only exterior alterations necessary to assure safety of the structure, enhance the compatibility with the surrounding neighborhood, or modifications necessary to be in compliance with ADA requirements limited to one bedroom, one bathroom and all common areas shall be made for the purpose of providing a Bed and Breakfast establishment.
- j. Meal service shall be limited to guests and shall include only breakfasts and wine and cheese functions.

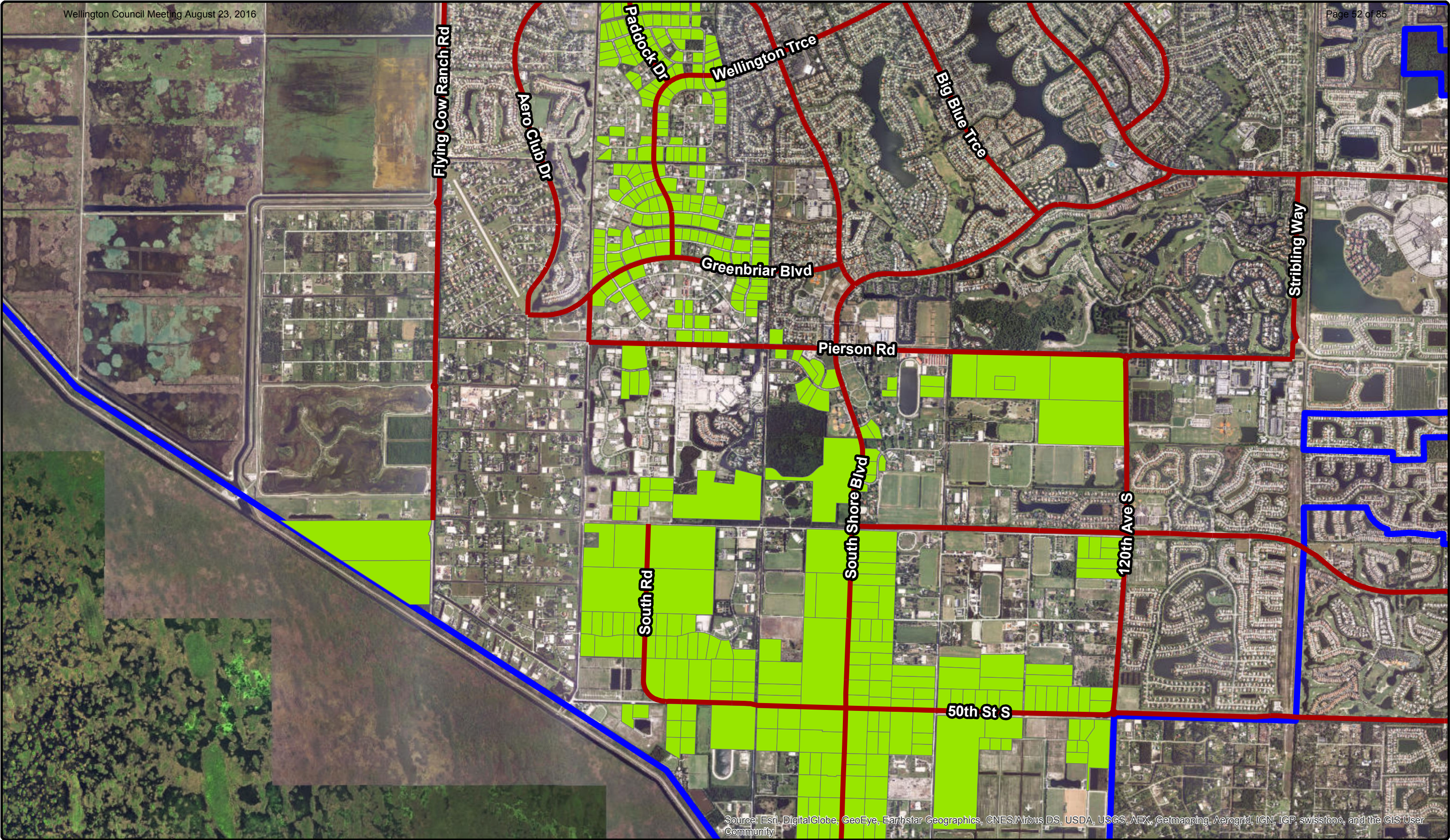
- k. The resident owner shall keep a current register including names, addresses and dates of occupancy of all guests.
- l. The building shall comply with all applicable requirements of the Florida Building Code.
- m. One (1) sign for the establishment may be installed to indicate the establishment name, address and logo. The sign shall have a maximum width two (2) feet, maximum height (2) feet and maximum four (4) square feet sign area.
- n. The establishment must be located as part of and attached to the principal single family residential dwelling on the property and the portion of the dwelling utilized for the establishment shall comply with all setbacks for the principal structure.
- o. Each establishment shall provide at a minimum, two (2) spaces for the establishment plus one (1) space for each bedroom for rent and parking areas may consist of paving, grass, gravel or other materials, subject to the Village Engineer's approval.
- p. Guests shall be limited to a length of stay that does not exceed 30 consecutive days.

Exhibit D – Proposed Bed and Breakfast Regulations in the EOZD

*The applicants requested changes and staff recommendations are presented below. Recommended changes from the EPC are below in **BOLD UNDERLINE**.*

6.10.7.B.4 Bed and Breakfast Establishments

- a. Bed and Breakfast establishments in the EOZD shall meet 6.4.4.20 regulations. Additionally the following supplemental regulations shall apply within the EOZD:
- b. Vehicular access for patrons shall be located not more than 1,320 linear feet from a collector or arterial street.
- c. Patrons of the establishment may stable horses in a permanent barn or stable located on the same parcel as the establishment. Temporary stabling tents are prohibited for Bed and Breakfast establishments.
- d. **EPC recommends that properties with a minimum size of two (2) acres but that are less than five (5) acres be limited to five (5) guest rooms for paying guests. Properties containing more than five (5) acres may have up to eight (8) guest rooms for paying guests.**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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

000000	SHEET NO.	1	DATE	6/15/16
			DRAWN	Ryan Harding
			SCALE	1 in = 0.5 miles
			REQUESTED	B&B Staff Report
			FILENAME	BedBreakfasZTA

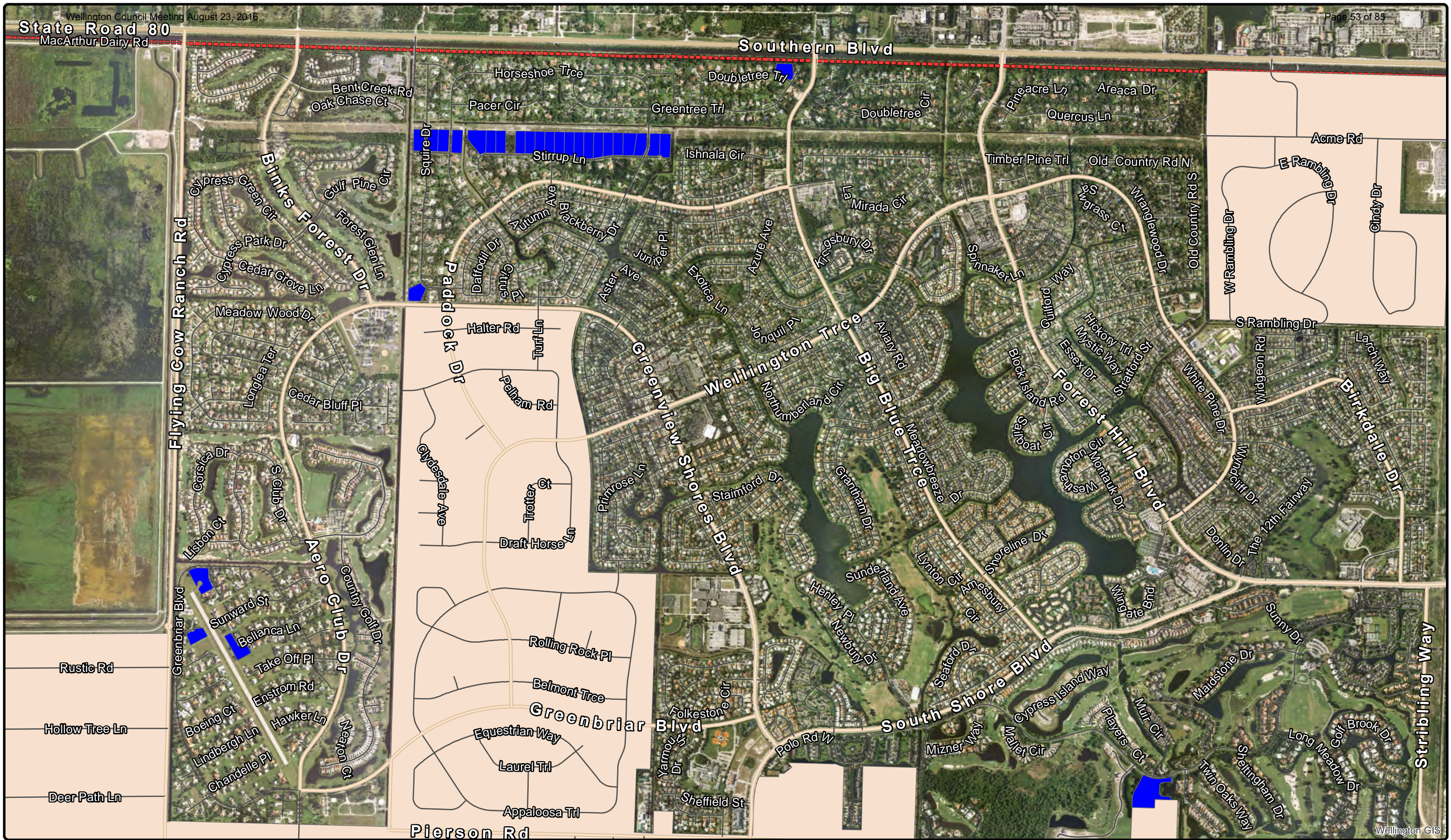


Bed and Breakfast ZTA Map
Village of Wellington
Palm Beach County, FL

 Collector Streets

 EPA_BB_Parcels_2+Acres





REMEMBERING THE HOLOCAUST

American Jews consider the unthinkable

Should those who were once refugees become German?

By Julie Zauzmer
Washington Post

Joost Oppenheim came into the world stateless.

He had no choice: Born in the Netherlands to refugees from Nazi Germany, both the country of his birth and the country of his ancestry refused him citizenship.

Eighty-one years later, Oppenheim and his family have a choice, but the decision is so wrenching that it has left relatives across three generations arguing about the ethics of identity.

The question for the Oppenheims: Should they accept citizenship from Germany, the nation that tried to exterminate them?

Joost Oppenheim, along with thousands of American Jews in the past few years, said yes.

“Did it involve forgiveness?” the Rockville, Md., resident said of his decision to become a dual citizen at age 81. “In a sense, it does. Becoming a German means I can identify, to some extent, with them.”

Although some of the younger members of his family have also sought German citizenship, others aren’t ready to forgive.

Since 1949, Germany has offered citizenship to Jews who fled Germany or were deported to concentration camps from 1933 to 1945, and any of their direct descendants. Until recently, few American Jews were inclined to accept it.

But from 2000 to 2014, the number of Jewish Americans naturalized annually increased more than 16-fold, driven primarily by a younger generation more than 70 years removed from the horrors of the Holocaust.

In 2000, 42 Americans were naturalized under the law. The numbers gradually crept up until 2008 when,



coinciding with the financial crisis, 514 Americans were naturalized as German citizens. The embassy thinks, but is unable to prove, that these Americans may have become more interested in a second passport as the economy at home got shakier.

In 2013 and 2014, the most recent years for which the German Embassy could provide statistics, more than 700 Americans were naturalized each year.

More than 200,000 people around the world have been naturalized since 1949 under the law, the German Embassy said.

Consul General Holger Scherf has witnessed four naturalization ceremonies during the past year, each one welcoming about 10 new citizens.

“For us it’s a very positive thing, that they are wanting to be German citizens,” Scherf said.

As the new citizens sit in a conference room named for Friedrich von Prittwitz, a diplomat who quit rather than serve under Hitler, Scherf always asks them why they chose to pursue citizenship.

“The young ones don’t have any negative feelings. For them that’s history; that’s

past,” said Scherf, who is not Jewish.

Steven Windmueller, a professor at Hebrew Union College in Los Angeles who studies Jewish American attitudes, noted that the Holocaust still tops the list when pollsters ask young Jews what defines their Jewish identity.

But although postwar generations boycotted German products for decades, millennial young adults have dropped some of those customs.

“I think that the Holocaust remains very powerful, but that’s separate from their looking at Germany in its modern and contemporary form,” Windmueller said. “They’re more open to accepting German products, German citizenship, German culture.”

Although a desire to reclaim family roots also plays a role, these young Jews want the benefits of a second passport – the ability to live and work anywhere in the European Union. By far the most common reason they give for pursuing naturalization, Scherf says, is that they want to pursue higher education in Europe, where a degree is often cheap or even free for citizens.

Joost Oppenheim plays with Solomon Oppenheim, the youngest of his 13 grandchildren. Oppenheim’s grandchildren have heard him tell their Hebrew school classes how his parents left Germany, thinking that they would be safe in Holland. However, when the Nazis invaded Holland, Oppenheim’s parents had to give their children to a couple who raised them under false names. Oppenheim was 8 and his brother was 4. For two years, he lived in terror that his secret would be found out.

JULIE ZAUZMER / WASHINGTON POST

then? I’m not sure I would so easily grant them clemency for what they did,” Matthew Oppenheim, 49, said recently, sitting across the table from his father at a family dinner. “I still bear a grudge.”

But Emia Oppenheim, who lives in Columbus, Ohio, sees her new citizenship as symbolic of a positive change. “It was an opportunity as well as justice. It was time. Germany has done so much to repair and remember, that I think it was also recognition of that.”

Edna Friedberg, a historian at the U.S. Holocaust Memorial Museum, said some families such as the Oppenheims find meaning in connecting with their past by pursuing German citizenship.

“New generations don’t want their family legacy to be only about victimization,” Friedberg said.

Many others, though, fear that if Jews move on, the Holocaust will not loom so large in the public consciousness. That’s what Matthew Oppenheim worries about, now that his father is a German citizen.

“I think all survivors and family of survivors fear the world forgetting what happened. I would hate that this is one step further along the path of forgetting,” he said. “You can view this as a process of healing, or a process of forgetting. That’s in the eyes of the beholder.”

At the other end of the table, Emia Oppenheim’s 13-year-old son, Kaleb White, hasn’t forgotten. He intends to ensure that the next generation doesn’t either.

Kaleb became a bar mitzvah this year, and then a German citizen. He said he was glad to be naturalized because he saw it as an honor for his grandfather – but he wouldn’t call himself German.

“As long as there’s still anti-Semitism in the world, then the Holocaust needs to be remembered. People need to know how far it went before,” he said.

ZIKA VIRUS

Caribbean island seen as main source of Zika cases in U.S.

More than 20% are linked to travel to Dominican Republic.

By Phil Galewitz
Tribune News Service

More than 1,400 Americans contracted Zika while traveling outside the U.S. this year, and a Caribbean island nation is one of the top destinations where they caught the virus.

Visitors to the Dominican Republic account for more than a fifth of the confirmed Zika cases in the U.S. through mid-July, according to data from state health departments. New York, Florida and California alone tally 304 cases linked to the country, the data show.

As Florida officials investigate what may be the first non-travel-associated case of Zika infection in the U.S., Kaiser Health News looked more deeply into the origins of the 1,404 travel-related cases reported by all states to the Centers for Disease Control and Prevention.

For most people, Zika causes flu-like symptoms. Pregnant women are considered especially at risk of the threat because Zika can cause severe birth defects, such as microcephaly.

The CDC does not break out the cases it tracks by country of origin – only by the infected person’s state of residency. It said in June that 48 percent of the travel-associated cases for all of 2015 and through May of this year originated in the Caribbean, 26 percent in Central America and 23 percent in South America. The cases numbered 591 at that time.

Data from the four health departments that have

reported more than half of the national case total – New York state, New York City, Florida and California – provide additional detail.

More people who visited the Dominican Republic in 2016 returned with Zika than did U.S. residents who traveled to Puerto Rico, Colombia, Jamaica, El Salvador, Haiti, Guyana and Venezuela combined, the four departments’ figures show.

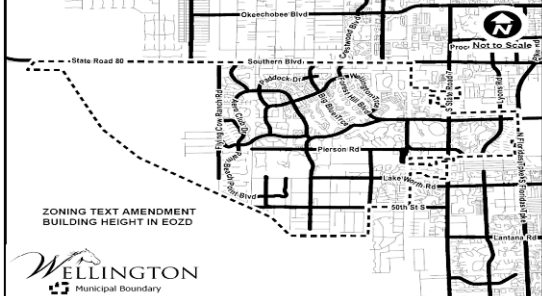
What’s the explanation? In part, it reflects travel patterns between people living in the U.S. with family members in the Caribbean nation, public health officials say.

“It’s not really tourists going back and forth,” said Chris Barker, a researcher in the School of Veterinary Medicine’s Department of Pathology, Microbiology and Immunology at the University of California, Davis.

Dominican Republic immigrants are the fifth-largest Hispanic group in the United States, numbering 960,000 in 2012, according to the Migration Policy Institute. Their highest population concentrations are in New York, New Jersey and Florida.

People who travel outside the U.S. to visit family tend to make longer visits and often stay in residential locations, instead of “more sanitized areas made for tourists,” and that may increase their chances of getting bitten by a Zika-infected mosquito.

Knowing which countries account for the most Zika travel cases helps drive public education efforts, said Vicki Kramer, chief of the vector-borne disease section at the California Department of Public Health.



VILLAGE OF WELLINGTON NOTICE OF LOCAL PLANNING AGENCY AND WELLINGTON COUNCIL PUBLIC HEARINGS ON PROPOSED ZONING TEXT AMENDMENT

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, and Wellington Council will hold public hearings on the adoption of the following Ordinance.

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL AMENDING SECTION 6.5.8.8 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BUILDING HEIGHT LIMITATIONS; AMENDING SECTION 6.10.6-TABLE B OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO THE DEVELOPMENT STANDARDS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Said public hearings will be held as follows:

PLANNING, ZONING AND ADJUSTMENT BOARD

Location: Village Hall, 12300 Forest Hill Blvd., Wellington, Florida.
Date: August 10, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary

Notice is hereby given that members of the Wellington Council may attend and participate in the board proceedings.

WELLINGTON COUNCIL

Location: Village Hall, 12300 Forest Hill Blvd., Wellington, Florida.
Date: August 23, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business.

The hearings of the request may be continued from time to time as may be found necessary

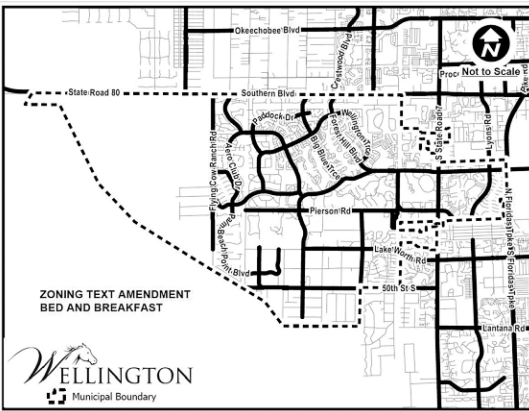
All interested parties are invited to attend and be heard with respect to the proposed ordinance. Copies of all documents pertaining to the proposed ordinance are available in the Planning and Zoning Division at the address listed below and can be reviewed by the public Monday through Thursday between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

Planning and Zoning Division
12300 West Forest Hill Boulevard
Wellington, Florida, 33414
(561) 753-2430

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

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

Dated: July 19, 2016



VILLAGE OF WELLINGTON NOTICE OF LOCAL PLANNING AGENCY AND WELLINGTON COUNCIL PUBLIC HEARINGS ON PROPOSED ZONING TEXT AMENDMENT

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, and Wellington Council will hold public hearings on the adoption of the following Ordinance.

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.8.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Said public hearings will be held as follows:

PLANNING, ZONING AND ADJUSTMENT BOARD

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

Date: August 10, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary

Notice is hereby given that members of the Wellington Council may attend and participate in the board proceedings.

WELLINGTON COUNCIL

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

Date: August 23, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business.

The hearings of the request may be continued from time to time as may be found necessary

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

Planning and Zoning Division
12300 West Forest Hill Boulevard
Wellington, Florida, 33414
(561) 753-2430

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

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

Dated: July 19, 2016

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in the newspaper on the date and page indicated. You may not create derivative works or in any way exploit or re-purpose any content.

Client Name:

629743

Ad Number:

Advertiser:

1216180

Insertion Number:

Section/Page/Zone: MAIN/006/PPBP

2 x 10

Size:

Description: ZTA LEGAL AD

B&W

Color Type:

COX MEDIA™ Creating solutions. Delivering results.
GROUP Palm Beach The Palm Beach Post Palm Beach Daily News
Publication Date: 07/25/2016



Village of Wellington

Legislation Text

File #: 16-0371, **Version:** 1

ITEM: ORDINANCE NO. 2016-20 (BUILDING HEIGHT ZONING TEXT AMENDMENT [ZTA])

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.10.6-TABLE B OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO THE DEVELOPMENT STANDARDS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

REQUEST: To approve Ordinance No. 2016-20, a Zoning Text Amendment to 6.10.6-Table B of Wellington's Land Development Regulations related to building height limitations.

EXPLANATION: A proposed zoning text amendment, initiated by staff, in response to an interpretation and pending appeal, to amend the Land Development Regulations related to building height limitations for a portion of a structure on residential properties within the Equestrian Preserve Area. This amendment would permit a portion of a principal or accessory structure to exceed the maximum building height of the structure. The amendment is proposed to accommodate those properties that may want to include a tower, ornamental or focal point feature to a principal or accessory structure whereas the current regulations do not provide for such opportunity.

At the August 3, 2016 Equestrian Preserve Committee meeting, the Committee recommended approval with a unanimous (7-0) vote. At the August 10, 2016 Planning, Zoning and Adjustment Board (PZAB) meeting, the Board made a motion to recommend approval of Ordinance No. 2016-20. The motion was approved unanimously (6-0).

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2016-20, a Zoning Text Amendment to 6.10.6-Table B of Wellington's Land Development Regulations related to building height limitations.

ORDINANCE NO. 2016-20

**AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL
AMENDING SECTION 6.10.6-TABLE B OF THE WELLINGTON
LAND DEVELOPMENT REGULATIONS RELATED TO THE
DEVELOPMENT STANDARDS (BUILDING HEIGHT) IN THE
EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A
CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Wellington Council desires to amend 6.10.6 -Table B of Wellington's Land Development Regulations related to building height limitations; and

WHEREAS, The Equestrian Preserve Committee recommended approval of the amendment at the August 3, 2016 meeting with a unanimous vote (7-0); and

WHEREAS, the Planning, Zoning and Adjustment Board, acting as the Local Planning Agency, after notice and public hearing on August 10, 2016 has reviewed the proposed Ordinance and determined that the proposed amendment is consistent with Wellington's Comprehensive Plan and recommended approval of the amendment with a unanimous vote (6-0); and

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

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

SECTION 1. Section 6.10.6 – Table B of Wellington's Land Development Regulations is hereby amended as follows [~~strike-through~~ formatted text is to be deleted; underline formatted text is to be added]:

**Table B.
Development Standards for Principal and Accessory Uses**

Development Standard	Minimum Dimension or Standard
Minimum Lot Width	300 feet, or as otherwise provided in a current, valid development order.
Minimum Lot Depth	300 feet, or as otherwise provided in a current, valid development order.

Maximum Floor Area Ratio	20%, or as otherwise provided in a current, valid development order or as otherwise provided in the Future Land Use Element of the Comprehensive Plan.
Maximum Building Height*	35 feet.
Maximum Lot Coverage	20%, or as otherwise provided in a current, valid development order.

*Note: Subarea A, C, D and E of the EOZD: Principal and accessory structures are limited in height to 35 feet in accordance with the method of calculating maximum building height as set forth in section 6.5.8 of the LDRs. Residential properties proposed to have architectural features (including but not limited to chimneys, cupolas, parapets, towers and turrets) as part of the principal or accessory structures may exceed the 35 foot height limitation provided the architectural feature meets all of the following standards:

- a) The lot must be five (5) acres in size or greater;
- b) The architectural feature does not include habitable room(s);
- c) The architectural feature may exceed the roof line by 25% with a maximum building height of the feature not to exceed 50 feet; and
- d) The architectural feature shall be setback one (1) additional foot for each additional foot of height above 35 feet.

Subarea B of the EOZD: Principal and accessory structure shall maintain the maximum building height of 35 feet as set forth in section 6.5.8 of the LDRS. Non-habitable architectural features proposed on lots five (5) acres or greater shall be subject to the height limitations set forth in the regulations for Subarea A, C, D and E above.

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

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

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

INTENTIONALLY LEFT BLANK

PASSED this 23 day of August 2016, upon first reading.

PASSED AND ADOPTED this ____ day of _____ 2016, on second and final reading.

WELLINGTON

FOR

AGAINST

BY:

Anne Gerwig, Mayor

John T. McGovern, Vice Mayor

Michael Drahos, Councilman

Michael J. Napoleone, Councilman

Tanya Siskind, Councilwoman

ATTEST:

BY:

Rachel Callovi, Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY:

Laurie Cohen, Village Attorney



**WELLINGTON
PLANNING & ZONING DIVISION
STAFF REPORT**

I. PETITION DESCRIPTION:

Petition Number: 16-96 (2016-003ZTA) – Ordinance No. 2016-20

Project Name: Building Height Exclusions in the EOZD
Zoning Text Amendment

Applicant/Petitioner: Planning and Zoning

Project Manager: Cory Lyn Cramer, AICP

II. REQUEST AND BACKGROUND:

Staff is seeking approval of a zoning text amendment Section 6.10.6 –Table B of the Land Development Regulations (LDRs), related to the building height limitations.

The request is staff initiated and is in response to a pending appeal of a formal interpretation of the LDRs. The background of the pending appeal is important in understanding the reason staff has prepared the proposed amendments. In March, 2015, staff met with the agent representing a property owner proposing to build a two story residence over a first story garage in the Equestrian Preserve Area (EPA), specifically within Subarea C. The residence was designed to resemble a barn and silo. The silo was designed to function as a stairwell leading to a third story observation window/area. The silo feature was proposed to be 50' in height. The maximum height allowed pursuant to the LDRs is 35'. The mean building height, based on the type of roof, is calculated to determine if the maximum building height is in compliance. The mean building height of the silo was calculated at 37'-9". This is greater than the 35' limitation and therefore exceeds the maximum building height allowed. The proposed building feature is unique in design, however was required to be modified to comply with the LDRs and to obtain building permitted.

After this meeting, the building plans were modified so the structure did not exceed the maximum building height and permits were issued. On subsequent dates, a request for a zoning confirmation and then a formal interpretation of the code were submitted because the property owner desired to move forward with the original design and did not feel the interpretation of the code was correct. A formal interpretation of the code was requested by the agent so that the agent was eligible to appeal the interpretation to the Planning, Zoning and Adjustment Board (PZAB). Staff issued a formal interpretation on March 10,

2016 and the appeal to PZAB was scheduled for the April 2016 meeting. The item was postponed at the request of the owner so that staff and the owner's attorney could revisit the LDR section related to building height and possibly find an alternative that would allow for the silo to be built and comply with the code.

While staff believes the interpretation of the LDRs related to building height is correct, we acknowledge that in many cases opportunities to incorporate an architectural feature may be limited based on current requirements. After review of the building height regulations that govern the EPA, staff recognized that the LDRs could be amended to allow this type of request and not compromise the intent of the code. Mitigation standards could be added that would address any visual impacts from the property lines.

The proposed amendment will accomplish several things. It will provide additional opportunity for residents within the EPA to incorporate an architectural feature into the design of their home, barn or other accessory buildings. It may also eliminate the need for the pending appeal of the code and allow the property owner to construct the proposed residence in accordance with the original plans and be in compliance with the code.

III. CURRENT ZONING TEXT:

Section 6.10.6 – Table B Development Standards for Principal and Accessory Uses

Development Standard	Minimum Dimension or Standard
Minimum Lot Width	300 feet, or as otherwise provided in a current, valid development order.
Minimum Lot Depth	300 feet, or as otherwise provided in a current, valid development order.
Maximum Floor Area Ratio	20%, or as otherwise provided in a current, valid development order or as otherwise provided in the Future Land Use Element of the Comprehensive Plan.
Maximum Building Height	35 feet.
Maximum Lot Coverage	20%, or as otherwise provided in a current, valid development order.

IV. PROPOSED CHANGES:**Section 6.10.6 – Table B:
Development Standards for Principal and Accessory Uses**

Development Standard	Minimum Dimension or Standard
Minimum Lot Width	300 feet, or as otherwise provided in a current, valid development order.
Minimum Lot Depth	300 feet, or as otherwise provided in a current, valid development order.
Maximum Floor Area Ratio	20%, or as otherwise provided in a current, valid development order or as otherwise provided in the Future Land Use Element of the Comprehensive Plan.
Maximum Building Height *	35 feet.
Maximum Lot Coverage	20%, or as otherwise provided in a current, valid development order.

*Note: Subarea A, C, D and E of the EOZD: Principal and accessory structures are limited in height to 35 feet in accordance with the method of calculating maximum building height as set forth in section 6.5.8 of the LDRs. Residential properties proposed to have architectural features (including but not limited to chimneys, cupolas, parapets, towers and turrets) as part of the principal or accessory structures may exceed the 35 foot height limitation provided the architectural feature meets all of the following standards:

- a) The lot must be five (5) acres in size or greater;
- b) The architectural feature does not include habitable room(s);
- c) The architectural feature may exceed the roof line by 25% with a maximum building height of the feature not to exceed 50 feet; and
- d) The architectural feature shall be setback one (1) additional foot for each additional foot of height above 35 feet.

Subarea B of the EOZD: Principal and accessory structure shall maintain the maximum building height of 35 feet as set forth in section 6.5.8 of the LDRS. Non-habitable architectural features proposed on lots five (5) acres or greater shall be subject to the height limitations set forth in the regulations for Subarea A, C, D and E above.

VI. STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 2016-20 to 6.10.6 – Table B of the Land Development Regulations related to the maximum building height.

VII. Boards, Committees and Council:

Equestrian Preserve Committee: Recommended approval with a unanimous vote (7-0) at the August 3, 2016 meeting.

Planning Zoning and Adjustment Board: Recommended approval with a unanimous vote (6-0) at the August 10, 2016

Council: This item will be heard at the August 23, 2016 (1st Reading) and September 13, 2016 (2nd Reading) Council meetings.

REMEMBERING THE HOLOCAUST

American Jews consider the unthinkable

Should those who were once refugees become German?

By Julie Zauzmer
Washington Post

Joost Oppenheim came into the world stateless.

He had no choice: Born in the Netherlands to refugees from Nazi Germany, both the country of his birth and the country of his ancestry refused him citizenship.

Eighty-one years later, Oppenheim and his family have a choice, but the decision is so wrenching that it has left relatives across three generations arguing about the ethics of identity.

The question for the Oppenheims: Should they accept citizenship from Germany, the nation that tried to exterminate them?

Joost Oppenheim, along with thousands of American Jews in the past few years, said yes.

“Did it involve forgiveness?” the Rockville, Md., resident said of his decision to become a dual citizen at age 81. “In a sense, it does. Becoming a German means I can identify, to some extent, with them.”

Although some of the younger members of his family have also sought German citizenship, others aren’t ready to forgive.

Since 1949, Germany has offered citizenship to Jews who fled Germany or were deported to concentration camps from 1933 to 1945, and any of their direct descendants. Until recently, few American Jews were inclined to accept it.

But from 2000 to 2014, the number of Jewish Americans naturalized annually increased more than 16-fold, driven primarily by a younger generation more than 70 years removed from the horrors of the Holocaust.

In 2000, 42 Americans were naturalized under the law. The numbers gradually crept up until 2008 when,



coinciding with the financial crisis, 514 Americans were naturalized as German citizens. The embassy thinks, but is unable to prove, that these Americans may have become more interested in a second passport as the economy at home got shakier.

In 2013 and 2014, the most recent years for which the German Embassy could provide statistics, more than 700 Americans were naturalized each year.

More than 200,000 people around the world have been naturalized since 1949 under the law, the German Embassy said.

Consul General Holger Scherf has witnessed four naturalization ceremonies during the past year, each one welcoming about 10 new citizens.

“For us it’s a very positive thing, that they are wanting to be German citizens,” Scherf said.

As the new citizens sit in a conference room named for Friedrich von Prittwitz, a diplomat who quit rather than serve under Hitler, Scherf always asks them why they chose to pursue citizenship.

“The young ones don’t have any negative feelings. For them that’s history; that’s

past,” said Scherf, who is not Jewish.

Steven Windmueller, a professor at Hebrew Union College in Los Angeles who studies Jewish American attitudes, noted that the Holocaust still tops the list when pollsters ask young Jews what defines their Jewish identity.

But although postwar generations boycotted German products for decades, millennial young adults have dropped some of those customs.

“I think that the Holocaust remains very powerful, but that’s separate from their looking at Germany in its modern and contemporary form,” Windmueller said. “They’re more open to accepting German products, German citizenship, German culture.”

Although a desire to reclaim family roots also plays a role, these young Jews want the benefits of a second passport – the ability to live and work anywhere in the European Union. By far the most common reason they give for pursuing naturalization, Scherf says, is that they want to pursue higher education in Europe, where a degree is often cheap or even free for citizens.

That is what first got Oppenheim thinking. His 16-year-old granddaughter Ezri White is starting to look ahead to college, and she learned she could study cheaply in Europe, said her mother, Emia Oppenheim. “In a very cavalier manner, she brought the idea to my dad: ‘Hey, you could get this citizenship back.’”

Oppenheim’s grandchildren know his story. They have heard him tell their Hebrew school classes how his parents left Germany thinking that they would be safe in Holland, and when the Nazis invaded they had to hand their children to a Catholic couple who raised them under false names. Oppenheim was 8 and his brother was 4. For two years, he lived in terror that his secret would be found out.

Meanwhile, his parents went into hiding. When they were caught, they went to concentration camps. Oppenheimer’s mother survived; his father perished.

Oppenheim’s grandchildren know what came after the war for him, too: a new home in the United States in 1946; four children and 13 grandchildren; a career for 52 years as a researcher at

Joost Oppenheim plays with Solomon Oppenheim, the youngest of his 13 grandchildren. Oppenheim’s grandchildren have heard him tell their Hebrew school classes how his parents left Germany, thinking that they would be safe in Holland. However, when the Nazis invaded Holland, Oppenheim’s parents had to give their children to a couple who raised them under false names. Oppenheim was 8 and his brother was 4. For two years, he lived in terror that his secret would be found out.

JULIE ZAUZMER / WASHINGTON POST

then? I’m not sure I would so easily grant them clemency for what they did,” Matthew Oppenheim, 49, said recently, sitting across the table from his father at a family dinner. “I still bear a grudge.”

But Emia Oppenheim, who lives in Columbus, Ohio, sees her new citizenship as symbolic of a positive change. “It was an opportunity as well as justice. It was time. Germany has done so much to repair and remember, that I think it was also recognition of that.”

Edna Friedberg, a historian at the U.S. Holocaust Memorial Museum, said some families such as the Oppenheims find meaning in connecting with their past by pursuing German citizenship.

“New generations don’t want their family legacy to be only about victimization,” Friedberg said.

Many others, though, fear that if Jews move on, the Holocaust will not loom so large in the public consciousness. That’s what Matthew Oppenheim worries about, now that his father is a German citizen.

“I think all survivors and family of survivors fear the world forgetting what happened. I would hate that this is one step further along the path of forgetting,” he said. “You can view this as a process of healing, or a process of forgetting. That’s in the eyes of the beholder.”

At the other end of the table, Emia Oppenheim’s 13-year-old son, Kaleb White, hasn’t forgotten. He intends to ensure that the next generation doesn’t either.

Kaleb became a bar mitzvah this year, and then a German citizen. He said he was glad to be naturalized because he saw it as an honor for his grandfather – but he wouldn’t call himself German.

“As long as there’s still anti-Semitism in the world, then the Holocaust needs to be remembered. People need to know how far it went before,” he said.

ZIKA VIRUS

Caribbean island seen as main source of Zika cases in U.S.

More than 20% are linked to travel to Dominican Republic.

By Phil Galewitz
Tribune News Service

More than 1,400 Americans contracted Zika while traveling outside the U.S. this year, and a Caribbean island nation is one of the top destinations where they caught the virus.

Visitors to the Dominican Republic account for more than a fifth of the confirmed Zika cases in the U.S. through mid-July, according to data from state health departments. New York, Florida and California alone tally 304 cases linked to the country, the data show.

As Florida officials investigate what may be the first non-travel-associated case of Zika infection in the U.S., Kaiser Health News looked more deeply into the origins of the 1,404 travel-related cases reported by all states to the Centers for Disease Control and Prevention.

For most people, Zika causes flu-like symptoms. Pregnant women are considered especially at risk of the threat because Zika can cause severe birth defects, such as microcephaly.

The CDC does not break out the cases it tracks by country of origin – only by the infected person’s state of residency. It said in June that 48 percent of the travel-associated cases for all of 2015 and through May of this year originated in the Caribbean, 26 percent in Central America and 23 percent in South America. The cases numbered 591 at that time.

Data from the four health departments that have

reported more than half of the national case total – New York state, New York City, Florida and California – provide additional detail.

More people who visited the Dominican Republic in 2016 returned with Zika than did U.S. residents who traveled to Puerto Rico, Colombia, Jamaica, El Salvador, Haiti, Guyana and Venezuela combined, the four departments’ figures show.

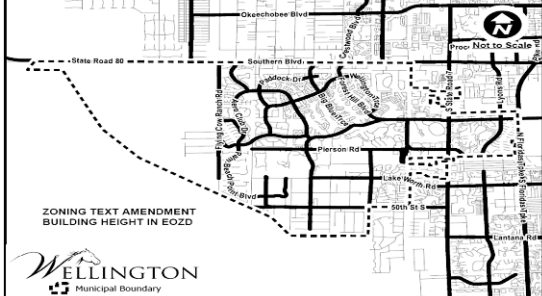
What’s the explanation? In part, it reflects travel patterns between people living in the U.S. with family members in the Caribbean nation, public health officials say.

“It’s not really tourists going back and forth,” said Chris Barker, a researcher in the School of Veterinary Medicine’s Department of Pathology, Microbiology and Immunology at the University of California, Davis.

Dominican Republic immigrants are the fifth-largest Hispanic group in the United States, numbering 960,000 in 2012, according to the Migration Policy Institute. Their highest population concentrations are in New York, New Jersey and Florida.

People who travel outside the U.S. to visit family tend to make longer visits and often stay in residential locations, instead of “more sanitized areas made for tourists,” and that may increase their chances of getting bitten by a Zika-infected mosquito.

Knowing which countries account for the most Zika travel cases helps drive public education efforts, said Vicki Kramer, chief of the vector-borne disease section at the California Department of Public Health.



VILLAGE OF WELLINGTON NOTICE OF LOCAL PLANNING AGENCY AND WELLINGTON COUNCIL PUBLIC HEARINGS ON PROPOSED ZONING TEXT AMENDMENT

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, and Wellington Council will hold public hearings on the adoption of the following Ordinance.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.5.8.8 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BUILDING HEIGHT LIMITATIONS; AMENDING SECTION 6.10.6-TABLE B OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO THE DEVELOPMENT STANDARDS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Said public hearings will be held as follows:

PLANNING, ZONING AND ADJUSTMENT BOARD

Location: Village Hall, 12300 Forest Hill Blvd., Wellington, Florida.
Date: August 10, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary

Notice is hereby given that members of the Wellington Council may attend and participate in the board proceedings.

WELLINGTON COUNCIL

Location: Village Hall, 12300 Forest Hill Blvd., Wellington, Florida.
Date: August 23, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business.

The hearings of the request may be continued from time to time as may be found necessary

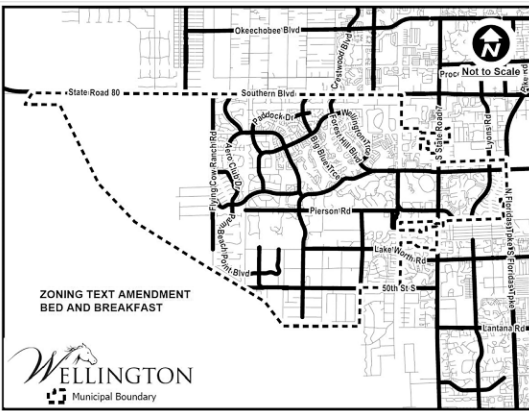
All interested parties are invited to attend and be heard with respect to the proposed ordinance. Copies of all documents pertaining to the proposed ordinance are available in the Planning and Zoning Division at the address listed below and can be reviewed by the public Monday through Thursday between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

Planning and Zoning Division
12300 West Forest Hill Boulevard
Wellington, Florida, 33414
(561) 753-2430

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

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

Dated: July 19, 2016



VILLAGE OF WELLINGTON NOTICE OF LOCAL PLANNING AGENCY AND WELLINGTON COUNCIL PUBLIC HEARINGS ON PROPOSED ZONING TEXT AMENDMENT

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, and Wellington Council will hold public hearings on the adoption of the following Ordinance.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.8.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Said public hearings will be held as follows:

PLANNING, ZONING AND ADJUSTMENT BOARD

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

Date: August 10, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary

Notice is hereby given that members of the Wellington Council may attend and participate in the board proceedings.

WELLINGTON COUNCIL

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

Date: August 23, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business.

The hearings of the request may be continued from time to time as may be found necessary

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

Planning and Zoning Division
12300 West Forest Hill Boulevard
Wellington, Florida, 33414
(561) 753-2430

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

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

Dated: July 19, 2016



COX MEDIA™ Creating solutions. Delivering results.



GROUP Palm Beach The Palm Beach Post Palm Beach Daily News

Publication Date: 07/25/2016

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in the newspaper on the date and page indicated. You may not create derivative works or in any way exploit or re-purpose any content.

Client Name:

629743

Ad Number:

Advertiser:

1216180

Insertion Number:

Section/Page/Zone:

2 x 10

Size:

Description:

B&W

Color Type:

VILLAGE OF WELLINGTON

MAIN/006/PPBP

ZTA LEGAL AD



Legislation Text

File #: 15-1102, **Version:** 3

ITEM: RESOLUTION NO. R2016-19 (PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8 WELLINGTON FY2016 BUDGET AND CONTRACT ADDENDUM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE SECOND ADDENDUM TO THE LAW ENFORCEMENT SERVICES AGREEMENT WITH THE PALM BEACH COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-19 for the Palm Beach County Sheriff's Office District 8 Wellington FY2017 budget and contract addendum.

EXPLANATION: The current contract with the Palm Beach County Sheriff's Office was approved August 11, 2015 and is due to expire on September 30, 2016.

Correspondence was received from PBSO in February of 2016 indicating that an increase of 2% would be forthcoming for the 2016/2017 fiscal year. Subsequently, in accordance with Wellington's Law Enforcement Services Agreement (LESA) with the Palm Beach County Sheriff's Office, the Sheriff has submitted a proposed budget for FY2017 (attached). The proposal includes an increase of 2% for the FY2017 budget year which reflects an increase of approximately \$167,876.00 as well as a staffing increase of two (2) CMV/Aggressive Driving Deputy Sheriff's for a sum of approximately \$249,938.00. The additional costs bring the total revised annual contract to \$8,811,627.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: The proposed FY2017 Sheriff's Budget totals \$8,860,689 which includes the proposed increases.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Approval of Resolution No. R2016-19 for the Palm Beach County Sheriff's Office District 8 Wellington FY2017 budget and contract addendum.

RESOLUTION NO. R2016-19**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING AND AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE THE SECOND ADDENDUM TO THE
LAW ENFORCEMENT SERVICES AGREEMENT WITH THE
PALM BEACH COUNTY SHERIFF'S OFFICE FOR LAW
ENFORCEMENT SERVICES; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on September 23, 2014, Council approved the Law Enforcement Services Agreement (Agreement) effective October 1, 2014 for a period of five years subject to approval by Council of annual budget proposals by the Sheriff's Office to provide law enforcement services for the Village of Wellington; and

WHEREAS, on August 11, 2015, Council approved the First Addendum to the Law Enforcement Services Agreement (Agreement) effective October 1, 2015 for a period of one year, expiring on September 30, 2016; and

WHEREAS, Article 5.2 of the Agreement provides that the total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff's Office during the Village's budget process and approved by the Village Council; and

WHEREAS, the total amount of compensation for the Fiscal Year 2015/2016 was \$8,393,813.00, which reflected an increase of 2% or \$164,333.98 over the previous year along with staffing increases which included four (4) additional crossing guard allocations and a change of one (1) Deputy Sheriff to K9 Deputy, an increase of \$12,780.00, as set forth in the First Addendum to the Law Enforcement Services Agreement; and

WHEREAS, the total amount of compensation for the Fiscal Year 2016/2017 reflects an increase of 2% or approximately \$167,876.00 and a staffing increase of two (2) CMV/Aggressive Driving Deputy Sheriff's for a sum of approximately \$249,938.00 for a total annual contract sum of \$8,811,627.00 with no change in the levels of service, as set forth in the Second Addendum to the Law Enforcement Services Agreement, attached hereto as Exhibit "A"; and

WHEREAS, Staff recommends that the Village Council approve the proposed Second Addendum to the Law Enforcement Services Agreement between the Village of Wellington and the Palm Beach County Sheriff's Office.

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

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

3
4 **SECTION 2.** The Wellington Council hereby approves the Second Addendum to
5 the Law Enforcement Services Agreement by and between the Palm Beach County
6 Sheriff's Office and the Village of Wellington, attached hereto as Exhibit "A", and hereby
7 authorizes the Mayor and Clerk to execute the Agreement.

8
9 **SECTION 3.** This Resolution shall become effective immediately upon adoption.

10
11 **PASSED AND ADOPTED** this 23rd day of August, 2016.

12
13 **ATTEST:**

WELLINGTON

14
15
16 By: _____
17 Rachel R. Callovi, Clerk

By: _____
Anne Gerwig, Mayor

18
19 **APPROVED AS TO FORM**
20 **AND LEGAL SUFFICIENCY**

21
22
23 By: _____
24 Laurie Cohen, Village Attorney

SECOND ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND WELLINGTON

This Second Addendum to the Law Enforcement Service Agreement is made by and between The Village of Wellington (hereinafter referred to as “Wellington”), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). Wellington and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2014, and a First Addendum effective October 01, 2015, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to adjust the level of service by adding two CMV/Aggressive Driving Deputies and set forth the consideration for the Third Year of the Contract Term, October 01, 2016 through September 30, 2017.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The level of service and allocations for the term in the Third Year of this Agreement, that being October 01, 2016 through September 30, 2017, is reflected in revised EXHIBIT A, attached and incorporated as if fully stated herein. Revised Exhibit A hereby replaces former Exhibit A to the Agreement and is effective October 01, 2016.
2. In accordance with Article 5, Section 5.2 of the Law Enforcement Service Agreement, Section 5.1 is amended as to the total amount due for services for the period beginning October 01, 2016 through September 30, 2017 as follows: The total cost of personnel and equipment shall be \$8,811,627.00. Monthly payments shall be \$734,302.25.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

VILLAGE OF WELLINGTON

BY: _____
Ric L. Bradshaw

BY: _____
Anne Gerwig

Title: Sheriff

Title: Mayor

Witness: _____
Antonio Araujo, Major

Witness: _____
Rachel Callovi, Wellington Clerk

DATE: _____

DATE: _____

Approved as to Form and Legal Sufficiency

Attorney for Wellington

EXHIBIT A*

During the third year of this Agreement, and commencing on October 01, 2016, the SHERIFF shall provide additional staffing comprised of two (2) CMV/Aggressive Driving Deputies. These new positions shall supplement all existing positions provided in the previous fiscal years.

Position	15/16	16/17
Captain	1	1
Lieutenant	1	1
Detective Sergeant	1	1
Detective Deputy	2	2
Road Patrol Sergeant	6	6
Deputy Sheriff	45	45
CMV/Aggressive Driving Deputy**	0	2
K9 Deputy	1	1
Motor Units	2	2
Criminal Justice Planner	1	1
Problem Oriented Police	4	4
Administrative Secretaries	2	2
Clerical Specialist	1	1
Law Enforcement Aide	1	1
School Crossing Guards (PT)	73	73

* This Exhibit A was adopted as part of the Agreement effective October 01, 2016.

** Cost for the CMV/Aggressive Driving Deputy positions assigned to Wellington shall be \$249,938.00 and is included in the total cost of this Second Addendum.



Village of Wellington

Legislation Text

File #: 16-0299, **Version:** 1

ITEM: RESOLUTION NO. R2016-53 (PALM BEACH COUNTY SHERIFF'S OFFICE VILLAGE OF WELLINGTON LAW ENFORCEMENT SERVICES PLAN (LESP) FOR FY17)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING THE LAW ENFORCEMENT SERVICES PLAN (LESP) FOR FISCAL YEAR 2016-2017; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of the Palm Beach County Sheriff's Office Village of Wellington Law Enforcement Services Plan (LESP) for FY17.

EXPLANATION: In accordance with our Law Enforcement Services Agreement with the Palm Beach County Sheriff's Office, District 8 staff provides a Law Enforcement Services Plan (LESP) to Wellington annually.

This plan utilizes current trends in crime, population, response times and calls for service as well as clearance rate comparisons and S.W.O.T.T. analysis to develop specific action plans and associated performance measures to direct policing efforts to address developing crime trends and public safety concerns.

This is being presented to Council for review and approval for FY17.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of the Palm Beach County Sheriff's Office Village of Wellington Law Enforcement Services Plan (LESP) for FY17.

RESOLUTION NO. R2016-53**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING THE LAW ENFORCEMENT SERVICES PLAN
FOR FISCAL YEAR 2016-17; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, law enforcement services in Wellington are provided by the Palm Beach County Sheriff's Office (Sheriff) in accordance with the terms of an agreement between the Sheriff and the Village of Wellington (Village); and

WHEREAS, the Sheriff and the Village entered into a five (5) year agreement effective October 1, 2014; and

WHEREAS, the Sheriff and the Village entered into the First Addendum to the five (5) year agreement effective October 1, 2015; and

WHEREAS, pursuant to paragraph 2.3B of the Agreement, the District Commander is required to prepare and submit for approval to the Village Council a Law Enforcement Services Plan (LESP) for the upcoming fiscal year; and

WHEREAS, the District Commander has prepared a LESP for Council's review and approval, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Wellington staff has reviewed the proposed LESP and recommends its approval by the Village Council.

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 Law Enforcement Services Plan attached hereto as Exhibit "A" has been reviewed and is approved by the Village Council for fiscal year 2016-17.

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

PASSED AND ADOPTED this 23rd day of August, 2016.

ATTEST:

WELLINGTON

By: _____
Rachel R. Callovi, Village Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie Cohen, Village Attorney



Wellington: A Great Hometown!



Palm Beach County Sheriff's Office (PBSO) Village of Wellington

Law Enforcement Services Plan for FY 2017

"TO MAKE WELLINGTON A SAFER PLACE TO LIVE"

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

Table of Contents

Page 2.....	Table of Contents
Page 3.....	Introduction
Page 3.....	Accomplishments
Page 3 – 7.....	Challenges
Page 7.....	Conclusion
Page 8 -10.....	FY 2017 Action Plans
Page 11.....	Staffing: Current FY 2017 versus Proposed FY 2018
Page 12.....	Appendix
FY 2017	Proposed Allocation Chart

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

Introduction

The Palm Beach County Sheriff's Office (PBSO) provides law enforcement services to the Village of Wellington (The Village) and functions as its' *police department*. PBSO has provided law enforcement services to The Village since incorporation in 1996, and throughout the years, has made modifications to the Law Enforcement Services Agreement (LESA) based upon the needs of The Village. This ongoing assessment considers factors like population growth, annexations, commercial expansion and special interest concerns.ⁱ

The Village and the PBSO are in the third year of their current five year LESA contract. Typically, both renew LESA every five years.ⁱⁱ A key element of the current agreement is the requirement for the PBSO to submit an annual Law Enforcement Services Plan (LESP) wherein law enforcement accomplishments, challenges and future goals are presented. This report is the LESP for FY 2017.

For Fiscal Year (FY) 2017, The Village is asking for two new sworn personnel for *commercial motor vehicle* (CMV) enforcement and they will be utilized principally to enforce waste disposal regulations and commercial enforcement.

Accomplishments

Annually, law enforcement needs are recognized, addressed and directed as a result of regular meetings between the District Commander and Village Manager. In addition, presentations to the Village Council by the District Commander are done twice a year. These meetings and presentations are productive and have resulted in the successful implementation of programs like the District's Traffic Enforcement Unit, Community Policing / Safe Neighborhoods Initiative, a Street Team, and a JAM Unit.

The Village continues to enjoy a low crime rate, a high clearance rate, a low traffic crash rate, and infrequent occurrences of violent crime.ⁱⁱⁱ The LESP helps ensure these successes continue by outlining *the plan* to be followed going forward.

Past LESP's have focused on property crimes and traffic concerns, and this year's LESP is no different.^{iv} To reduce both, investigative methods and traffic enforcement patterns have been and are continually adjusted according to need. Should ancillary support or equipment be needed, specialty units from PBSO are deployed to assist with security, surveillance and investigations.^v

Challenges

The Village is challenged with low but present juvenile crime issues, with the impact of new development, and with commercial and residential traffic issues. Also challenging are Multi-family Housing neighborhoods identified as needing more Outreach Program assistance (Outreach Program Areas). Juveniles are consistently responsible for most of the property crime in The Village, with 20% of all arrestees in Calendar Year (CY) 2015 less than 18 years of age (see graph below).

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

Village of Wellington Calendar Year (CY) Arrest Data							
CY	Pop.	Total		Adult		Juvenile	
		Arrests	% of Pop.	Arrests	% of Total Arrests	Arrests	% of Total Arrests
CY 2011	56,752	865	1.5%	669	77%	196	23%
CY 2012	57,514	1,011	1.8%	820	81%	191	19%
CY 2013	58,108	803	1.4%	680	85%	123	15%
CY 2014	59,136	843	1.4%	707	84%	136	16%
CY 2015	59,860	774	1.3%	620	80%	154	20%

* Source: FDLE Annual UCR County and Municipal Arrest Data

Juveniles most often commit retail thefts and burglaries but have been involved in juvenile related robberies. Juvenile related robberies are defined as incidents where either the victim, or the suspect, or both, are juveniles. In The Village, the height of juvenile related robberies occurred during FY 2015. Of the 13 reported robberies, five cases (38.5%) were juvenile related (see graph below).

Village of Wellington Robbery Cases FY 2015 *				
Month	Case Nmbr	Juvenile Related Y/N	Type Case	Case Description
Oct	14127884	N	Person	Snatched neck chain
Oct	14129250	N	Person	Snatched phone
Nov	14138828	Y	Person	Fight - victim shot
Nov	14140193	Y	Residence	Jewelry by gun
Feb	15042895	N	Person	Snatched phone
Mar	15052136	N	Person	Snatched purse
Jun	15090751	N	Person	Brief case by gun
Jun	15092028	Y	Person	Snatched phone
Jul	15097221	N	Business	Threat to get money
Jul	15103375	Y	Residence	Attempted entry by gun
Aug	15106845	Y	Person	Phone and wallet by gun
Aug	15108906	N	Person	Snatched case
Sep	15124037	N	Vehicle	Carjack by force
Total	13	5		

* Source: PBSO Crime View Database (Robbery Cases)

To combat this trend and mitigate juvenile crime issues, the District has designated two deputies to the JAM Unit. The JAM Unit educates the District's deputies, keeps them informed about juveniles on probation, and ensures those juveniles are frequently monitored. Should any be found violating their probation they are arrested and returned to the Juvenile Assessment Center (JAC). The JAM program is likely a major factor in holding The Village's overall crime rate down.

The Mall at Wellington Green (The Mall) attracts juveniles from surrounding communities not just to shop, but to meet, gather and "hang out." Parents drive to The

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

Mall, drop off their unsupervised juveniles and return hours later to collect them for the trip home. With the coming arrival of a movie theater, and expanded eateries at The Mall, even larger crowds of juveniles are anticipated. The increased crowds, the more congested roadways, and the more heavily trafficked parking lots will bring associated problems, stressing law enforcement resources. Additionally, increased crowds bring increased criminal activity, increased traffic problems and increased crashes. The District is currently working with both The Mall's Management and Security staffs to devise strategic plans to mitigate these risks.^{vi}

Property crimes consist of business burglaries, construction site burglaries, residential burglaries, vehicle burglaries and incidents of vandalism. Traditionally, as population increases, so do property crimes. A review of FY 2011 through FY 2015 shows that the Property Crime Rate (PCR) has been trending downward 16.8% from a high of 1.36% in FY 2011, to a low of 1.07% in FY 2015 (see graph below). The District continues to focus on The Village's PCR.

Village of Wellington Fiscal Year (FY) Property Crime Rates * (Vandalism and Burglary Incidents)				
Year	Total Property Crime	Annual Population	Crime Rate Annual Population	Annual Increase / Decrease
FY 2011	773	56,752	1.36	N/A
FY 2012	750	57,514	1.30	-4.26%
FY 2013	714	58,108	1.23	-5.77%
FY 2014	632	59,136	1.07	-13.02%
FY 2015	643	59,860	1.07	0.51%
(5) Year Avg.	702.4	58,274	1.21	-5.64%

*** Sources: PBSO Crime View Database (Property Crime Cases) and
FDLE County and Municipal Offense Data (Population)**

A review of FY 2011 through FY 2015 shows that the number of reported vehicle burglaries remained relatively constant between FY2011 and FY2014. Then during FY 2015, there were 75 more reported cases than during FY 2014, a 28.8% increase. Reacting to the increase, the District successfully reversed the upward trend, reducing FY 2016 vehicle burglaries by 18.3% as compared to the same FY 2015 time period (see graph below). The District remains concerned about vehicle burglaries and during FY 2017, will dedicate resources to push education and combat the problem.

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

Village of Wellington FY Vehicle Burglary Cases *													
Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
FY2011	31	32	25	13	19	21	22	11	31	26	23	22	276
FY2012	11	20	25	35	21	31	24	26	13	22	30	16	274
FY2013	27	33	20	17	29	19	29	14	7	39	17	22	273
FY2014	23	21	20	15	18	19	15	32	25	30	28	14	260
FY2015	22	10	20	35	18	26	29	31	43	25	20	56	335
FY2016	26	17	29	19	16	7	15	27					156
Total	140	133	139	134	121	123	134	141	119	142	118	130	1574

* Source: PBSO Crime View Database (Vehicle Burglary Cases)

In The Village, traffic concerns are consistently the most common “complaints” of residents. A review of crashes during the 60 month period, FY 2011 and FY 2015, shows that the number of crashes increased year over year. During this period, The Village’s Crash Rate (CR) averaged 2.99 crashes per 100 residents. During FY 2015 there were 15.24% more crashes than during FY 2011. During FY 2015, total crashes increased by 6.0% as compared to FY 2014, and raised the FY 2015 CR to 3.17 (see graph below).

Crashes on State Road (SR) 7 were separated from crashes on all other Wellington roads and analyzed. During the 60 month period, FY 2011 through FY 2015, 23.33% of all Wellington crashes (8,708) occurred on SR 7 (2,027). During FY 2015, SR 7 crashes increased 63.40% as compared to FY 2011, while during the same time period, crashes on all other Wellington roads rose 3.76 %. When comparing FY 2015 crashes to those during FY 2014, SR 7 crashes rose twice as fast as crashes on all other Wellington roadways; 9.98% as compared to 4.62% (see graph below). The District is committed to traffic safety and pro-active traffic enforcement. During FY 2017, to deter traffic crashes, the District will deploy the two proposed traffic enforcement positions in more targeted traffic interventions.

Village of Wellington Fiscal Year (FY) Crash Statistics *												
Year	Annual Pop.	SR 7				All Other Roadways				Total Roadways		
		Annual Crashes	Avg. Monthly Crashes	% of Total Crashes	Crash Rate Per 100 Residents	Annual Crashes	Avg. Monthly Crashes	% of Total Crashes	Crash Rate Per 100 Residents	Total Crashes	Avg. Monthly Crashes	Crash Rate Per 100 Residents
FY 2011	56,752	317	26	19.25%	0.56	1,330	111	80.75%	2.34	1,647	137	2.90
FY 2012	57,514	320	27	18.87%	0.56	1,376	115	81.13%	2.39	1,696	141	2.95
FY 2013	58,108	401	33	23.91%	0.69	1,276	106	76.09%	2.20	1,677	140	2.89
FY 2014	59,136	471	39	26.31%	0.80	1,319	110	73.69%	2.23	1,790	149	3.03
FY 2015	59,860	518	43	27.29%	0.87	1,380	115	72.71%	2.31	1,898	158	3.17
(5) Year Avg.	58,274	405	34	23.13%	0.69	1,336	111	76.87%	2.29	1,742	145	2.99

* Sources: PBSO Crime View Database (Crash Statistics) and FDLE County and Municipal Offense Data (Population)

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

Over time, traffic activity damages roadway infrastructure. So to prolong the useful life of the roadway system, The Village restricts Commercial Motor Vehicle (CMV) traffic through its borders. Vehicles with more than six wheels are prohibited by section 54 of The Village's Code of Ordinances. CMV traffic is allowed if a delivery is being made or if other permissions are obtained. However, the use of village roads as a "cut through" for CMV operators is strictly prohibited, with dump trucks the most often offenders. Additional challenges are presented by illegal waste disposal on local roads and fields. During FY 2017, The Village has asked for the addition of two CMV enforcement units to manage expected growth in commercial traffic.

Conclusion

Juvenile crime issues, traffic congestion, and crashes will increase with The Mall expansion. Population growth adds to traffic congestion and increased property crimes. Increased juvenile criminal activity, traffic congestion, crashes and property crimes stresses available law enforcement resources. Community Policing remains active and needed within Outreach Program Areas. CMV traffic brings its own set of unique law enforcement challenges.

These challenges/opportunities will be addressed through the action plans proposed for FY 2017. Those plans are: Juvenile Crime Issues, Property Crime and Traffic Safety. To help mitigate these challenges, there will be two new CMV allocations to augment the Traffic Enforcement Unit.

Additionally, the District will continue its work with the Safe Neighborhoods Initiative to improve conditions in Outreach Program Areas; including participating in neighborhood cleanups, landlord/tenant meetings, neighborhood meetings, and code enforcement operations. Juvenile crime issues and property crime, with an emphasis on vehicle burglaries, require the combined and continuing efforts of the Community Policing, JAM monitoring and Street Team tactical operations.

The Village remains one of the safest cities in Palm Beach County and enjoys a low cost for its law enforcement service. Looking ahead to FY 2017 and beyond, the District will continue to provide excellent law enforcement services striving to eliminate property crime, increase traffic safety, reduce juvenile issues, and address equestrian concerns. The District looks forward to working with The Village to make Wellington a *Great Hometown!*

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan**Action Plans, Goals & Objectives*****Plan I- Juvenile Crime Issues*****Discussion:**

Juvenile crime issues (property crimes and juvenile related robberies) are an ongoing problem and account for at least 20% of all crime in The Village (source: FDLE 2015 Total Arrest by Jurisdiction). Effective supervision of, and intervention with, juvenile offenders provides opportunities to reduce property crimes, to reduce juvenile related robberies and to direct juveniles towards non-criminal lifestyles.

Goal:

- Reduce crime through effective supervision of juvenile offenders.

Inputs:

- The District will deploy two deputies as JAM deputies.
- As of 5/9/2016, a deputy allocation was removed from Community Policing (CP).
- CP deputy reassigned as a JAM deputy.
- Aggressively enforce juveniles on probation and visit each at least monthly.
- Proposal for JAM deputies to have and use drug test kits in the field.
- JAM deputies to assist and train Road Patrol deputies on juvenile probation and enforcement.

Anticipated Outcome/Outputs:

- Reduce juvenile related property crime by 5% in FY 2017.
- Reduce juvenile related robbery by 10% in FY 2017.

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan***Plan II- Property Crime Reduction*****Discussion:**

Property crimes consist of business burglaries, construction site burglaries, residential burglaries, vehicle burglaries and incidents of vandalism. Traditionally, as population increases, so do property crimes. The District remains constantly concerned with The Village's Property Crime Rate and will implement the practices below to curtail property crimes in The Village.

Goal:

- Maintain The Village's low Property Crime Rate.

Inputs:

- Combined effort of Road Patrol, Street Team and Detectives
- Use covert surveillance cameras.
- Use GPS technology
- Deploy STOP tags, antitheft and recovery system.
- Conduct preventive patrolling in areas and at times where property crimes are occurring.

Anticipated Outcome / Outputs:

- During FY 2017, property crimes will remain less than 800 cases.
- During FY 2017, vehicle burglaries will be reduced 15%.
- During FY 2017, 10% of burglaries will be cleared by arrest.

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan***Plan III- Traffic Safety*****Discussion:**

In The Village, traffic concerns are consistently the most common “complaints” of residents. The District is committed to traffic safety and pro-active traffic enforcement. During FY 2017, to deter traffic crashes, the District will deploy the two newly allocated CMV deputies in more targeted traffic interventions.

Goal:

- To reduce traffic crashes and minimize traffic fatalities.
- Reduce CMV complaints and illegal dumping.

Inputs:

- Ensure District Motor and Traffic Units receive all required training
- Ensure Motor and Traffic units have all necessary equipment.
- Deploy Motor and Traffic Units pursuant to traffic crash patterns and citizen initiated traffic complaints.
- Pay special attention to CMV related challenges.

Anticipated Outcome/Outputs:

- At least 10,000 traffic stops will be conducted during FY 2017.
- Reduce total crashes 7.8% (148 less incidents) during FY 2017.
- The 7.8% reduction will reduce the Villages Crash Rate to 2.92%.

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

Staffing: Current FY 2017 and Proposed FY 2018 ^{vii}

District 8 Staffing Allocation: Current FY 2017 Versus Proposed FY 2018				
Position	Current FY 2017		Proposed FY 2018	
	Allocation Funded by Contract	Allocation Provided by PBSO	Allocation Funded by Contract	Allocation Provided by PBSO
Captain	1		1	
Lieutenant	1		1	
Sergeants	7		7	
Road Patrol Deputy Sheriff	39		39	
Lobby Deputy Deputy Sheriff	1		1	
Detective Bureau Detective Detective (TDY from PBSO)	2	1	2	1
Community Policing Deputy Sheriff	2		2	
JAM Unit Deputy Sheriff	2		2	
Street Team Deputy Sheriff (includes a K9 Deputy Sheriff)	4		4	
Motor Units Deputy Sheriff	2		2	
Traffic Unit Deputy Sheriff CMV Deputy Sheriff	2		4	
Administrative Secretaries	2		2	
Law Enforcement Aide	1		1	
Clerical Specialist	1		1	
Criminal Justice Planner	1		1	
Total Paid by Wellington	68		70	
Total Provided by PBSO		1		1
Total Staff	68	1	70	1

ⁱ (Equestrian interests, *Safe Neighborhoods*, and other evolving trends.)

ⁱⁱ The current five year agreement runs from October 1, 2014 through September 30, 2019. FY 2017 is the 2nd Addendum (or third year of the five year agreement).

ⁱⁱⁱ The *semi-annual report* that will be presented to The Village in the Fall will illuminate the statistics and facts behind this assertion.

^{iv} These are the two areas that continue to be most problematic.

^v Such assets include: Aviation, Robbery/Homicide, Narcotics Bureau, K-9, Crime Scene, and SWAT.

^{vi} We have met with Mall Management and recommended enhancing the permit deputy schedule. Additionally, the district will look to deploy the Sky Cop surveillance platform at strategic locations on a temporary basis.

^{vii} Annually, the Village provides funding for 73 School Crossing Guards.

Appendix

PBSO District 8 Wellington FY 2017: Law Enforcement Services Plan

