Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Meeting Agenda

Thursday, October 13, 2016

7:00 PM

Village Hall - Council Chambers

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

Girl Scout Troop 20674

3. INVOCATION

Pastor Jay Carrero, Blueprints Church, Wellington

4. APPROVAL OF AGENDA

5. PRESENTATIONS AND PROCLAMATIONS

A. 16-0458 PROCLAMATION PROCLAIMING OCTOBER 23-31, 2016 AS "RED RIBBON WEEK" IN THE VILLAGE OF WELLINGTON

To proclaim October 23-31, 2016 as Red Ribbon Week in the Village of Wellington.

B. 16-0581 USA FIELD HOCKEY ASSOCIATION 2016 NATIONAL FIELD HOCKEY FESTIVAL REQUEST FOR CO-SPONSORSHIP

Approval of Palm Beach County Sports Commission request for co-sponsorship of the USA Field Hockey Association 2016 National Field Hockey Festival and authorization for Village Manager to execute sponsorship agreement.

C. 16-0431 FY 2017 KEELY SPINELLI GRANT AWARDS

Presentation of the FY 2017 Keely Spinelli Grant Awards.

6. CONSENT AGENDA

A. 16-0577 MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF SEPTEMBER 13, 2016

Approval of the Minutes of the Regular Wellington Village Council Meeting of September 13, 2016.

B. 16-0430 AUTHORIZATION TO: 1) UTILIZE A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) CONTRACT, AS A BASIS FOR PRICING, FOR THE PURCHASE OF CISCO UCS BLADE SERVER EQUIPMENT; 2) UTILIZE A NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT, AS A BASIS FOR PRICING, FOR THE PURCHASE OF ADDITIONAL BACKUP STORAGE EQUIPMENT; AND 3) DISPOSE OF AN EXISTING DATA STORAGE SERVER

Authorization to: 1) utilize NASPO contract 43220000-WSCA-14-ACS with Presidio Networked Solutions, as a basis for pricing, for the purchase of IT Blade Server with switching hardware equipment at a cost of $125,696.09; 2) utilize NJPA contract #100614 with CDW-G, as a basis for pricing to purchase additional backup storage equipment at a cost of $58,294.00; and 3) dispose of an existing data storage server, pursuant to Village disposition policy.

C. **16-0472** AUTHORIZATION TO UTILIZE TWO CITY OF WEST PALM BEACH CONTRACTS WITH HINTERLAND GROUP, INC. AND T.V. DIVERSIFIED, LLC FOR LIFT STATION REPAIRS AND REHABILITATION

Authorization to utilize two City of West Palm Beach contracts with Hinterland Group, Inc. and T.V. Diversified, LLC for lift station repairs and rehabilitation services.

D. **16-0515** AUTHORIZATION TO AWARD A TASK ORDER FOR ENGINEERING DESIGN SERVICES FOR THE WASTEWATER TREATMENT FACILITY BLOWER BUILDING AND ADDITIONAL DIGESTERS

Authorization to approve a task order with Kimley Horn and Associates, Inc. in the amount of $149,750.00 to design a new blower building and additional digesters at the Wastewater Treatment Facility.

E. **16-0428** AUTHORIZATION TO RENEW AN EXISTING AGREEMENT FOR LOBBYING SERVICES

Authorization to renew an existing agreement with Coker Consulting to provide lobbying services to the Village in the amount of $75,000.

F. **16-0432** RESOLUTION NO. R2016-73 (WELLINGTON SENIORS CLUB AGREEMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A CONTRACT FOR SENIOR CITIZENS SERVICES BETWEEN WELLINGTON AND THE WELLINGTON SENIORS CLUB, INC.; AND PROVIDING AN EFFECTIVE DATE.

Approval of the Annual Agreement between Wellington and the Wellington Seniors Club, Inc. for FY 2016/2017.

G. **16-0503** RESOLUTION NO. R2016-70 (SPECIAL USE PERMIT FOR THE SMOKE INN WELLINGTON CIGAR LOUNGE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR BURN ANOTHER ONE, LLC D/B/A SMOKE INN WELLINGTON CIGAR LOUNGE OUTDOOR EVENTS UTILIZING AMPLIFIED MUSIC LOCATED AT 11924 FOREST HILL BOULEVARD, SUITE 7; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2016-70 for a Special Use Permit for the Smoke Inn Wellington Cigar Lounge for events utilizing outdoor amplified music to be held in the parking lot directly in front of 11924 Forest Hill Boulevard, Suite 7.

H. **16-0523** RESOLUTION NO. R2016-72 (SPECIAL USE PERMIT FOR THE JUST WORLD INTERNATIONAL FUNDRAISING EVENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR THE JUST WORLD INTERNATIONAL FUNDRAISING EVENT UTILIZING OUTDOOR AMPLIFIED MUSIC TO BE HELD AT 3206 AND 3224 OLDE HAMPTON DRIVE ON JANUARY 13, 2017; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2016-72 Special Use Permit for the Just World International Fundraising Event utilizing outdoor amplified music to be held at 3206 and 3224 Olde Hampton Drive.

7. PUBLIC HEARINGS

A. **16-0529** ORDINANCE NO. 2016-08 (MIXED USE COMPREHENSIVE PLAN TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A COMPREHENSIVE PLAN TEXT AMENDMENT (PETITION NUMBER 15–80 / 2015–47 CPTA) TO THE VILLAGE OF WELLINGTON COMPREHENSIVE PLAN LAND USE ELEMENT POLICY 1.3.25. MIXED USE; AMENDING THE REQUIREMENT FOR PARCELS WITH MIXED USE FUTURE LAND USE MAP DESIGNATION, REQUIRING BOTH COMMERCIAL AND OFFICE LAND USE FOR MIXED USE PROJECTS MORE THAN 30 ACRES, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MIXED USE PROJECTS MORE THAN 60 ACRES; AUTHORIZING THE MANAGER TO AMEND THE COMPREHENSIVE PLAN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2016-08, a Comprehensive Plan Text Amendment.

B. **16-0532** ORDINANCE NO. 2016-09 (MIXED USE PLANNED DEVELOPMENT DISTRICT ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A ZONING TEXT AMENDMENT (PETITION NUMBER 15-80 / 2015-46 ZTA) TO THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, ZONING DISTRICTS, CHAPTER 8 PLANNED DEVELOPMENT DISTRICT REGULATIONS, SECTION 6.8.7. MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD); AMENDING THE REQUIREMENT FOR PARCELS WITH MXPD ZONING DESIGNATION, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MXPD PROJECTS MORE THAN 60 ACRES; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2016-09, a Zoning Text Amendment.

C. **16-0273** ORDINANCE NO. 2016-19 (AMENDMENT TO CHAPTER 2, ARTICLE IV, SECTION 2-198 "HEARINGS"; SECTION 2-199 "FINES; IMPOSITION OF LIENS"; AND SECTION 2-201 "SERVICE OF NOTICE; METHODS")

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 2, ARTICLE IV, AMENDING SECTION 2-198 ENTITLED "HEARINGS"; AMENDING SECTION 2-199 ENTITLED "FINES; IMPOSITION OF LIENS"; AMENDING SECTION 2-201 ENTITLED "SERVICE OF NOTICE; METHODS"; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2016-19 amending Sections 2-198 relating to hearings, Section 2-199 relating to fines and Section 2-201 relating to service of notice methods for certified mail and publication to conform to Chapter 162.12, Florida Statutes and to clarify that Motions for Rehearing or Reconsideration are not permitted.

D. **16-0493** ORDINANCE NO. 2016-22 (BOARDS AND COMMITTEES)

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, 2-292 ENTITLED "REMOVAL OF BOARD AND COMMITTEE MEMBERS"; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approval on first reading of Ordinance No. 2016-22.

8. REGULAR AGENDA

9. PUBLIC FORUM

10. ATTORNEY'S REPORT

11. MANAGER'S REPORTS

12. COUNCIL REPORTS

13. ADJOURNMENT

NOTICE

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

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

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0458, **Version:** 1

ITEM: PROCLAMATION PROCLAIMING OCTOBER 23-31, 2016 AS "RED RIBBON WEEK" IN THE VILLAGE OF WELLINGTON

REQUEST: To proclaim October 23-31, 2016 as Red Ribbon Week in the Village of Wellington.

EXPLANATION: A request was received from Adriana Quartarolli, coordinator of the Young Marines of the Palm Beaches, advising us about Red Ribbon Week, a nationally-recognized illicit drug awareness event, and that the Young Marines of the Palm Beaches was looking for Wellington to issue a proclamation recognizing it. The mission of the Young Marine program is to develop good citizenship and promote a healthy, drug-free lifestyle in our youth as well as promoting drug awareness and education. Wellington would like to support this effort by proclaiming October 23-31, 2016, as Red Ribbon Week in the Village of Wellington.

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: To proclaim October 23-31, 2016 as Red Ribbon Week in the Village of Wellington.

A PROCLAMATION OF THE VILLAGE COUNCIL OF WELLINGTON, FLORIDA PROCLAIMING OCTOBER 23 - 31, 2016 AS "RED RIBBON WEEK" IN THE VILLAGE OF WELLINGTON

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Palm Beaches to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our community; and

WHEREAS, the National Drug Facts Week was established to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23rd – 31st 2016; a health observance week for teens that aims to shatter the myths about drugs and drug abuse. Through community based events and activities on the Web, on TV, and through contests, Young Marines of the Palm Beaches partners with the National Institute on Drug Abuse (NIDA) to encourage teens to get the factual answers from scientific experts about drugs and drug abuse.

NOW, THEREFORE, the Village Council of Wellington, Florida, hereby proclaim October 23rd – 31st 2016, as "Red Ribbon Week" in Wellington.

PASSED AND ADOPTED this 13th day of October, 2016.

ATTEST: **WELLINGTON, FLORIDA**

BY:_____ BY:_____

Rachel R. Callovi, CMC, Village Clerk Anne Gerwig, Mayor

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0581, **Version:** 2

ITEM: USA FIELD HOCKEY ASSOCIATION 2016 NATIONAL FIELD HOCKEY FESTIVAL REQUEST FOR CO-SPONSORSHIP

REQUEST: Approval of Palm Beach County Sports Commission request for co-sponsorship of the USA Field Hockey Association 2016 National Field Hockey Festival and authorization for Village Manager to execute sponsorship agreement.

EXPLANATION: The USA Field Hockey Association will hold their annual National Field Hockey Festival from November 24th to November 27th, 2016 at the International Polo Club in Wellington. The National Field Hockey Festival is one of the largest sporting events to be held in Palm Beach County and is anticipated to generate more than $9.5 million in visitor spending. The Palm Beach County Sports Commission is requesting co-sponsorship from Wellington by providing the following:

- Rental fee waived for mobile sound stage - $750.00 (towing fee, if necessary, paid directly to towing company is a separate cost.
- Usage of parking lot at Village Park
- Overtime for employees to maintain Village Park (if needed for team field rentals for practice) - $30.00/hour

A representative of the Palm Beach County Sports Commission will be in attendance to make a brief presentation.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Estimated costs as noted above.

WELLINGTON FUNDAMENTAL: Economic Development

RECOMMENDATION: Approval of Palm Beach County Sports Commission request for co-sponsorship of the USA Field Hockey Association 2016 National Field Hockey Festival and authorization for Village Manager to execute sponsorship agreement.

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0431, **Version:** 1

ITEM: FY 2017 KEELY SPINELLI GRANT AWARDS

REQUEST: Presentation of the FY 2017 Keely Spinelli Grant Awards.

EXPLANATION: A representative from each Wellington area school will be in attendance to receive their Keely Spinelli Grant checks. A summary of each school's request is listed below:

Bink's Forest Elementary	$ 27,000.00
Elbridge Gale Elementary	$ 26,991.00
Equestrian Trails Elementary	$ 26,952.95
New Horizons Elementary	$ 27,000.00
Panther Run Elementary	$ 26,996.44
Wellington Elementary	$ 27,000.00
Polo Park Middle	$ 26,993.00
Emerald Cove Middle	$ 27,000.00
Wellington Landings Middle	$ 27,000.00
Palm Beach Central High	$ 26,990.00
Wellington High	$ 27,000.00
Total:	$296,923.39

All grant applications were presented and reviewed by the Education Committee at their scheduled September 6, 2016 meeting.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: The FY 2017 budget includes funding for this program.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Presentation of the FY 2017 Keely Spinelli Grant Awards.

Keely Spinelli Grant Request Summary FY 2016-2017

	School	Number of Students in Lowest 25%	Resources Requested	Amount Requested	Remaining Funds to Roll Forward	Total Funding
Elementary	Bink's Forest Elementary	162	Hire two teachers and purchase 18 lap tops	$27,000.00	$1,892.00	$28,892.00
Elementary	Elbridge Gale Elementary	40	(Reading) - Purchase LLI Kits and technology based programs. (Math) - Use direct instruction and technology based programs	$26,991.00	$2,348.58	$29,339.58
Elementary	Equestrian Trails Elementary	172	Hire two LLI teachers (Grades K-2 and Grades 3-5)	$26,952.95	$2,524.49	$29,477.44
Elementary	New Horizons Elementary	198 in Reading and 96 in Math	(Reading- 20 Laptops and Headphones, one LLI Grade 1 Booster Pack and One Grade 2 Set of LLI Take Home Books, Provide Tutorial for K-5 Students). -(Math- Provide tutorials for students Grades 3-5)	$27,000.00	$4,685.88	$31,685.88
Elementary	Panther Run Elementary	44	Hire a teacher to work as a tutor during the school day. Tutor will work on the Fountas & Pinelli Literacy Assesment, Purchase 60 Dell Laptop to utilize the i-Ready Program, Purchase Wilson/Fundations for K and 1st grade teachers.	$26,996.44	$7,951.40	$34,947.84
Elementary	Wellington Elementary	164	Hire one part time tutor for reading grades 2,3 &5, hire three additional tutors to work with students in K,1 and 4. All tutors will work with students using the Heinemann Fountas and Pinelli LLI Kits, and purchase one additional LLI kit for each grade level.	$27,000.00	$15,392.49	$42,392.49
Middle	Polo Park Middle	200	Open the computer lab in the media center before or after school use for students three days per week. Purchase a lap top charging station to house lap tops. Purchase 25 Lap tops used by level 1 and level 2 students in reading classes. Open the media center one day per week for 3 hours over the summer. Provide tutorials before, during or after school for students in the low 25% ion reading and math	$26,993.00	$0.00	$26,993.00
Middle	Emerald Cove Middle	300	Vocabulary and Other Supplememtal Resources, Laptops, Tutorial and Mentor personnel	$27,000.00	$0.00	$27,000.00
Middle	Wellington Landings	300	(Math- Pay Teachers to Instruct Students During their Planning Periods and Offering Tutorials, purchase supplemental curriculum materials) (Reading - Classroom sets of books and magazines, tutorial teachers, tech tools)	$27,000.00	$0.00	$27,000.00
High	Palm Beach Central High	Math- 528 and ELA 432	(Reading)- Saturday Reading Boot Camps, Purchase 10 I-Pads with cases, Purchase Novels and ELA Practice Workbooks. (Math) Daily Tutoring during lunch, weekly tutoring afterschool. Host Saturday Bootcamps.	$26,990.00	$0.00	$26,990.00
High	Wellington High	98	30 Laptops, 1 Managed Laptop Cart , Approx. 375 Tutorial Hours	$27,000.00	$0.00	$27,000.00
	Totals:	2734		$296,923.39	$34,794.84	$331,718.23

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0577, **Version:** 1

ITEM: MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF SEPTEMBER 13, 2016

REQUEST: Approval of the Minutes of the Regular Wellington Village Council Meeting of September 13, 2016.

EXPLANATION: Attached for Council's review and approval are the Minutes of the Regular Wellington Village Council Meeting of September 13, 2016.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: N/A **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of the Minutes of the Regular Wellington Village Council Meeting of September 13, 2016.

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL
Wellington Village Hall
12300 Forest Hill Blvd.
Wellington, Florida 33414

Tuesday, September 13, 2016
7:00 p.m.

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, September 13, 2016, commencing at 7:00 p.m. at Wellington Village Hall, 12300 Forest Hill Boulevard, Wellington, FL 33414.

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

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

1. CALL TO ORDER – Mayor Gerwig called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE – A few kids from the audience helped Council lead the Pledge of Allegiance.

2. INVOCATION – Rabbi Emeritus Stephen H. Pinsky, Temple Beth Torah, Wellington, delivered the invocation.

3. APPROVAL OF AGENDA

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

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

5. PRESENTATIONS AND PROCLAMATIONS

A. 16-0277 PRESENTATION OF 2016 WELLINGTON TOP COP AND TOP FIREFIGHTER AWARDS

Mr. Schofield introduced the item. He stated these awards are recommended by the Public Safety Committee every year. Ms. Callovi indicated Captain Rolando Silva would be presenting the Top Cop Award and Chief Battalion Michael Arena would be presenting the Top Firefighter Award.

Captain Silva announced that Detective Dave Murray was selected by the Public Safety Committee as the Top Copy. He stated that Detective Murray is a valuable member of the team, as he his tenacious, hardworking and quite remarkable. He indicated Detective Murray has been

in law enforcement for a very long time and is very good at it. Captain Silva stated he was very proud of Detective Murray and very glad he was chosen for this year's Top Cop Award.

Detective Murray stated he was honored, but he could not do this without his partners and bosses. He said it is a great place to work. He expressed his appreciation for receiving the award.

Chief Battalion Arena stated it was his honor to present the Top Firefighter of the Year Award to Lieutenant Sabastian Garay, as selected by the Public Safety Committee. He said Lieutenant Sabastian Garay has been at Station 30 on Stribling Way for many years and has been featured in numerous articles. He indicated Lieutenant Garay had touched countless lives over the years, including several cardiac arrest survivors. He said Lieutenant Garay takes the time to mentor new people, is involved with the community, and is a family man. Chief Arena mentioned Lieutenant Garay was selected two weeks ago to work at their headquarters in the rescue office as the Continuous Quality Improvement Coordinator and he will do very well because he is extremely passionate about his job.

Lieutenant Garay stated he accepted this award in recognition of service excellence, as he strives every day to perform at a high level in providing excellent services to this community. He said he his humbled and privileged to receive this honor. He thanked his Chief, his family and all of the people he works with. He expressed his appreciation and thanked everyone for this honor.

At this point, Council awarded the Detective Murray and Lieutenant Garay with their plaques of recognition. They also took pictures with them and members of the Public Safety Committee in attendance

Mayor Gerwig then recognized the 9/11 Ceremony that was held at the Patriot Memorial. She stated it was a great ceremony and it was wonderful to have the law enforcement and first responders there. She appreciated everyone's participation and for coming out in the rain. Mr. Schofield noted a video of the ceremony has been posted on the Village website.

Mayor Gerwig thanked the officers and firefighters for protecting them and for being great members of the community.

6. CONSENT AGENDA

A.	**16-0390**	MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF AUGUST 9, 2016
B.	**15-1013**	AUTHORIZATION TO RENEW EXISTING CONTRACTS WITH MULTIPLE VENDORS FOR THE PURCHASE AND DELIVERY OF FERTILIZERS, HERBICIDES, INSECTICIDES, FUNGICIDES AND OTHER SPECIALTY ITEMS
C.	**15-1029**	AUTHORIZATION TO RENEW THE CONTRACT TO PROVIDE GENERAL LIABILITY, PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE
D.	**16-0369**	AUTHORIZATION TO AWARD A CONTRACT FOR ENTERPRISE RESOURCE PLANNING (ERP) CONSULTING SERVICES
E.	**16-0411**	RESOLUTION NO. R2016-64 (MID-YEAR BUDGET AMENDMENT TO INCREASE THE BUDGET FOR ACTUAL IMPACT FEE RECEIPTS AND ASSIGN THE INCREASE TO FUND RESERVES): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE RECREATION IMPACT FUND AND ROAD IMPACT FUND FOR

INCREASED IMPACT FEE REVENUES AND TO INCREASE ASSIGNED FUND BALANCES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield stated staff recommended approval of the Consent Agenda as presented. He indicated no comment cards were received from the public on the Consent Agenda.

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

7. PUBLIC FORUM

Mayor Gerwig indicated one comment card was received from the public.

1. Mr. Tumin, 752 Lake Wellington Drive, Wellington. Mr. Tumin thanked the Council for adding three more members to the Village Construction Board of Adjustment and Appeals; however, he pointed out that the Village Ordinance requires seven members. He said a meeting of this committee is set for next week and selection of the Chair and Vice Chair is on the agenda. He stated he asked the attorneys on Council if an official meeting could be had with only six appointed members. If not, he suggested they hold an unofficial informational meeting, so they could get organized.

Councilwoman Siskind indicated an application was received for the Construction Board and she was in the process of trying to reach this individual, because she still needs to make her appointment.

Mayor Gerwig explained a regular board meeting could be held with a quorum. She thanked Mr. Tumin for his service and for reminding Council that this needed to be done.

8. PUBLIC HEARINGS

A. 16-0379 FIRST PUBLIC HEARING FOR PROPOSED FISCAL YEAR 2016/2017 BUDGET AND ADOPTION OF THE FISCAL YEAR 2016/2017 CAPITAL IMPROVEMENT PLAN

Mr. Schofield introduced the item.

Ms. Quickel indicated this was the first public hearing on the proposed budget and adoption of the capital improvement plan for the Village for fiscal year 2016/2017. She stated the total budget is $89.5 million including transfers, which is an overall increase of $4 million from the current budget of $85.5 million. She said this budget includes Wellington's general fund and the three special revenue funds: Acme, Building and Gas Tax Road Maintenance Operations. She reminded Council that the Acme budget was adopted August 9, 2016, along with the enterprise budgets for water and wastewater, solid waste, and Lake Wellington Professional Center. She said that left them with the general fund, the remainder of the operating budget and capital projects. She stated the biggest increase of $2.5 million was in the general fund which was primarily for new positions in building maintenance and the community center, the five day work week, the PBSO contract (which includes a 2% increase, plus two new deputies), and moving the neighborhood parks back to the general fund from Acme.

Ms. Quickel stated the tentative adoption and millage of the governmental funds budget includes

the ad valorem millage rate, which is down 0.01 of a mill to 2.44 mills and has the rollback rate of 2.28 mills. She said the rollback rate provides the same ad valorem revenues as the prior year, plus new construction value. She indicated the taxable value is almost $7.5 billion, up a little over 8% from last year. She stated Acme solid waste and utility rates were either not changed or decreased noting they were adopted on August 9, 2016. Ms. Quickel showed Council the millage rate history and budget history for Wellington. She stated the preliminary trim rate of 2.44 mills is the lowest since 2009. She also showed Council some comparative information that included the rates, budgets, number of employees and population.

Ms. Quickel also presented a sample tax bill showing the current year compared to the proposed year for 2017. She explained for a Wellington homesteaded property, the tax bill decreases for a $300,000 home by approximately $148. She said for Wellington the increase is $2.00, because of the increased property value, and that is on average. She stated in the non-ad valorem section of the tax bill there are decreases for solid waste and Wellington solid waste (which is for the collection), and the Acme Improvement District remained the same.

Ms. Quickel indicated the largest portion of the taxes (34%) go to the school board with the second largest being Palm Beach County and the library. She said Wellington, including non-ad valorem and assessments, is the third largest.

Ms. Quickel reviewed the budget changes from the prior year:

- Information Technology - reduced because of software licensing changes as well as lower capital outlays for server replacements.
- Administration and Financial Services - no election expense, moved a position back to a department and to Community Services.
- Risk Management - increases from higher insurance from the appraisal.
- Building Department - increased outside services and expanded hours for the five day work week.
- Debt Service - Saddle Trail is a pass through. The people impacted pay and then the Village repays with debt service.
- Solid Waste - the budget had a 1.5% increase per the contract, replacement of the radio system from analog to digital.
- Planning, Zoning & Code - added funding for housing studies, restructured the department.
- Engineering Services - re-class of positon from Utilities, included traffic counters for traffic studies.
- Neighborhood Services & CDBG - reassigned the CDBG position from the Finance Department back into this department, increased neighborhood enhancement funding by $110,000.
- Professional Center - increase primarily for new roof replacement and ongoing AC repairs.

Regarding the new roof, Mayor Gerwig noted that the Professional Center has a dedicated enterprise fund. Ms. Quickel indicated the new roof was previously approved on August 9th and any projects would come back to Council.

- Capital Projects - increase in water and wastewater projects and Parks & Recreation, additional programming and positions for the new Community Center and Public Safety.
- Public Safety - 2% contract increase, plus two new deputies.
- Public Works & Acme - added building maintenance positions, increased the road overlay program, replacing vehicles and the street sweeper.
- Water and Wastewater - added the director position and staffing for the five day work week,

increased major maintenance for router and meter replacements, replacing the Peaceful Waters boardwalk.

Ms. Quickel stated staffing is currently at 302 positions and this budget reflects an increase to 314 positions and almost 10,000 part-time hours to 90,180. A 4% average wage increase is included with 2% based on the price index and 2% based on merit. Up to 5% in medical insurance is also included.

Ms. Quickel indicated the budget reflects the new parental leave program with up to six weeks of leave at a cost of approximately $30,000. Councilman Drahos asked how someone would qualify for this program. Mr. Schofield stated the policy would consider bringing a child into the home either through birth or adoption.

Councilman Napoleone understood that just because they were budgeting for parental leave, it did not mean they were implementing it. So if Council decides not to do it, the money will be reallocated, which would be the same for the five day work week. Ms. Quickel stated that was correct.

Councilman Drahos asked at what point in time Council would be actually making a decision. Mr. Schofield explained tonight was the first hearing of the budget, where the public is first hearing the Council's comments and Council is first hearing the public's comments, and Council will be making this decision in two weeks at the second hearing.

Mayor Gerwig thought Councilman Drahos was asking if the drafted policy would come to Council. Mr. Schofield stated the policy would come to Council for informational purposes, but it would be implemented with the budget directive. He said should Council adopt this, staff would draft the policy and Council could expect to see it at the first meeting in November.

Mayor Gerwig asked if the only way Council could object to the parental leave program was by not voting for this budget. She reiterated that she did not think the program was fair or appropriate at this time. She said the economy is not what it should be in the private industry and they are a public entity. She said she looks at the Village budget as meeting the needs of the residents. She thinks the Village offers a great plain to its employees that is the same for everyone and not based on a particular life event. She stated it did not have to be a discussion point, as she was just making it clear as to why she would be voting against it.

Ms. Quickel explained Council could remove this program from the budget so they would not have to vote against the entire budget, but they would have to make that determination so that staff understands it.

Ms. Quickel reviewed the projects in the Capital Plan. She showed the years that have been previously encumbered and the amounts that may carry forward or be reallocated as well as the current budget additions for 2017 and the funding for projects in future years.

- Communications & Technology - major expenditures for technology changes, cabling, wireless communications, a new Enterprise Resource Program (ERP) for the Village (which is the main software program that runs all of the departments throughout the Village).

- Neighborhood Trails Program - funding equestrian trails and neighborhood trails throughout the Village.
- Parks - capital improvements continue to be funded for the recreational programs and

facilities.

- Public Works - facility improvements, main focus is construction of an equipment storage facility and fill a retention pond at the complex. Village owned facility improvements are funded every year to maintain the facilities. In 2017, improvements to the Greenbriar complex buildings will be included.
- Safe Neighborhoods – complete construction of Hawthorne Park and install defensive measure elements to include lighting, landscape, sidewalks in transitional neighborhoods.
- Acme Renewal Replacement Program - maintenance program funded by the $30.00 assessment increase starting in 2014.
- Surface Water Management System - main projects include replacement of two variable frequency drive pumps and a trash rake at pump station number five, along with other regular improvements the Village maintains.
- Turn Lanes & Traffic Engineering - $1 million includes the improvements at Big Blue and Barberry for both drainage and reworking the road, a turn lane at Big Blue and Wiltshire, and then extending the turn lane at Pierson and South Shore. Ms. Quickel presented photographs of each project.
- Road & Pathway Circulation Expansion - focuses on connections for non-vehicular areas.
- Water and Wastewater Projects - focusing on the ERP as it affects the water and wastewater in all departments throughout the Village, major upgrades for the wireless, gravity system collection improvements, upgrade and renew existing manholes and gravity pipes, water distribution and transmission improvements, water treatment plant improvements, a total of $4.6 million.

Mayor Gerwig asked when fluoridation would occur again. Ms. Quickel indicated I was included in the project that was now being considered. She thought the responses had been received and were under review. She believed it would be coming to Council within the next 30 days.

Ms. Quickel stated the Village has replacement assets of $1.6 million and new assets of $309,000. She said the total budgeted for capital projects was slightly over $12 million for 2017.

Ms. Quickel reviewed the overall budget increases and decreases. She stated overall the general fund rate stabilization reserve was at $1,100,567 and leaves an unrestricted fund balance of 31%. She said their policy is to stay between 25% and 29%, so this is slightly above policy.

To balance the budget, Ms. Quickel stated $628,000 will be used from the building fund; $536,000 from gas tax capital reserves; $353,000 from recreation impact; $328,000 from road impact; $45,000 from debt service; $775,000 from the adopted Acme fund; and $60,000 from the Professional Center. She said the adopted water and wastewater will increase by an estimated $493,000 and the adopted solid waste will use approximately $689,000. She indicated those noted as adopted were previously approved on August 9, 2016.

Ms. Quickel stated the total governmental budget for 2017, excluding Acme, was $58.8 million, which is an increase of $1.4 million or 2.5%. She said the operating budget is at $46 million, up $3 million or 7%; capital projects are at $5.5 million, down $406,000; and debt service and transfers are down $1.3 million. She indicated the budget was on schedule and the final hearing will be September 27, 2016.

Based on the Charter amendment the Village had, Mayor Gerwig asked where the unforeseen spending would come from if there was an election. Ms. Quickel said it would depend on the amount. She stated if a budget amendment had to be made, it would be brought back to Council.

Mayor Gerwig indicated they were over their reserves of 29%, so there was some breathing room for anything unforeseen. Mr. Schofield explained this budget, as with any budget, has the best estimate of what is believed the Village is going to spend. He stated the capital projects are pretty well fixed. He said if they were to have a special election any time between now and the next election, the $30,000 or $40,000 would not come from reserves, as they would reallocate some funds, delay projects or delay hiring.

Ms. Quickel explained a number of restricted fund balances or committed fund balances could be addressed as well if need be. Mr. Schofield indicated staff could not allocate such an amount without a public hearing and Council approval.

Public Hearing

1. Bruce Tumin, 752 Lake Wellington Drive, Wellington. Mr. Tumin spoke about the increases in the proposed budget for FY 2017. He questioned the property taxes, staffing levels, and employee wage increase. He hoped Council was being a good steward of the Village property taxes. He suggested they look to the League of Cities to compare the Village with other municipalities. Regarding the parental leave, he hoped Council would not adopt something without reading it first.
2. Paulette Venere, 16031 Rustic Road, Rustic Ranches. Ms. Venere heard the Village was allocating money for horse trails and wanted to know which horse trails were going to be worked on. She said she lives in Rustic Ranches and there is no safe way to get to the Winter Equestrian Festival with horses. She said the Village made a path for bicycles, but they still use the road.

Mr. Schofield indicated the single crossing along the C-23 canal has been improved and it specifically provides access from Flying Cow Road and the properties to the west into the showgrounds. He explained the C-23 canal runs on the south side of Pierson Road. He said they have to come out of Rustic Ranches and go south. He stated Flying Cow is the paved road that comes into Rustic Ranches, and there is a crossing of the C-23 canal.

Ms. Veneer stated the only horse trail in Rustic Ranches is in the back on the edge of Rustic Ranches. Mr. Schofield indicated there were no plans to put trails inside Rustic Ranches, because the Village does not have the rights-of-way. He said those are controlled by the Pine Tree Water Control District.

Mayor Gerwig stated Mr. Barnes would get Ms. Venere some information on the trails. She also mentioned that the Village has an Equestrian Preserve Committee and anyone interested in discussing horse issues of any kind, including trails, should present them to the committee first. She indicated Mr. Barnes would also let her know when the Equestrian Preserve Committee meets again.

Councilman Napoleone asked about the long-term status of revenues over expenses. Ms. Quickel thought they had been fairly consistent. She said there will be changes in the Building Department and around 2020 that will be fully absorbed by the general fund, as there will be decreases in activity because Wellington is primarily built out. For Acme, the Village cannot continue to fund from its reserves to the level it has in previous years. She indicated this year they took half as much as they did in the past year. Within the next two years, they will be looking at an increase, changing the level of service, as they have this year moving the parks out to be funded by the general fund, or increasing the assessment. She stated these were decisions that would be

brought to them in future years. She said for solid waste, excess reserves were being used going forward in a planned and reasonable way. Ms. Quickel stated things are not bad by any means, but they are aware of the major considerations that need to take place in the next few years.

To put it in perspective, Mr. Schofield stated in 2008 the Council was told they would be out of reserves in 2016 using the then current service delivery model. He said they changed that service delivery model and now in 2016 this Council is being told the reserves are slightly over the target reserve rate of 29%. He stated they know that in the 2021 timeframe, using the same delivery model as today, the Village will have spent its reserves. He said they were looking to change the way they do things and change certain efficiencies. He said more facilities are on line since 2008 like Village Hall, the swimming pool has been redone, and the community center has been completed and is 50% larger. He indicated they will be changing the service delivery model and one key component is the funding for the Enterprise Resource Program (ERP), a business software that will allow them to automate and better coordinate. He stated their current software was from the 1980's and is no longer supported. He explained that eight years ago most of the business being done with the Village was done in person, but a great deal of that has been automated and they will continue to see more of that. He stated over the last eight years they have reduced the number of management and professional staff, and they now have more maintenance staff. He said over the next four or five budgets, they will see changes in their service delivery model that will allow them to remain financially healthy. He stated this was not a circumstance, as they expected to be here. He believed this Council would make the changes necessary, so that when they get to 2021, they will be discussing the possible changes in 2026. He said the Village is not in a difficult position at all.

Councilman Napoleone asked what they did in 2008 to change their service delivery model. Mr. Schofield stated they looked at their staffing model, changed their hours of operation, and changed their capital program considerably. He explained the Village no longer does debt financing for capital improvements and instituted business models for every area of the Village. He stated they now have an annual inspection and replacement plan for assets. He said the items that need replaced are replaced and they are very cautious about how they spend money. Mr. Schofield could not tell Council exactly what they were going to do over the next five years, but they will see increases in automation, more efficient equipment and functions combined wherever possible. He mentioned they were also looking at cost sharing certain common services with other local governments.

Councilman Napoleone voiced his opposition to the Village going back to a five day work week, because he believes they are trying to solve a problem that does not exist. He said looking at the budget and changes to in-person services, the world continues to changes as most things can be done on-line. He understood if an item is put in the budget, it does not mean they have to do it. However, it is starting to sound like if it is in the budget, it is going to be done. He thought they needed to look at better ways to manage money and deliver services in a smarter and more efficient manner.

Councilman Napoleone stated many of the front line services, where people come into the Village for water bills, permitting, business licenses, and general information, are part of the argument for the five day work week. However, all of that can be done on-line. He did not understand why they would step backwards and spend $200,000 to open Village Hall for a fifth day when there is no issue. He stated 571 people responded to the recent budget challenge and not one person said the Village should be open on Fridays. He said in the last two budget challenges, one person suggested opening on Fridays if it did not cost any more money. He pointed out it costs more money and the four days of extended hours, Monday through Thursday, will be eliminated. He

noted five days of standard hours with extended hours on Wednesdays was being proposed.

Councilman Napoleone thought it was fiscally irresponsible to spend $200,000 to open Village Hall for a fifth day, when they are looking to automate and deliver services differently. He understands staff works for Council and the residents, but this would put everyone through the upheaval of changing the lifestyle they have had for the last eight years. He stated some people who have been hired and have only had a four day work week.

Councilman Napoleone acknowledged that Mayor Gerwig and Vice Mayor McGovern have stated that residents have said the Village Hall should be open on Friday. However, Councilman Napoleone has not heard a good reason as to why the Village should be open on Friday other than some people would like it to be open on Friday. He said Mr. Schofield has mentioned that his preference is to be open on Friday, but people can access all services on Friday now.

Mayor Gerwig stated she has said for the past three years exactly what Councilman Napoleone was saying. However, she invited Councilman Napoleone to come by Village Hall on a Friday. She indicated two Fridays ago the Supervisor of Elections Office came by to pick up the voting equipment and this past Friday a lady needed to shut off her water off and put it in someone else's name as was leaving town. Mayor Gerwig said she explained that it could be done online.

Mayor Gerwig also invited Councilman Napoleone to knock on doors, because every time she has run for election the first thing the residents say is the government works for them. She said when there is a long weekend with Monday off, the residents have gone four days without a point of contact. She stated even though the services can be done online, it does not mean the residents are going to do that.

Councilman Drahos stated he is very sympathetic to the employees, as some of them have asked him to reconsider his position on the five day work week. However, this issue was brought up quite a bit when he knocked on the doors of residents as well. He believes if businesses are open five days a week, then the government should be open because they provide important services to the community. He thought a large population of Wellington did not access services online and still expected face-to-face interaction at Village Hall. Therefore, he believed it would be best to get back to the five day work week. He knows this will not be a popular vote among the employees, but he thinks it is best for the people of Wellington.

Vice Mayor McGovern stated in the eighteen months he has been on this Council, he has heard primarily two things from residents: 1) put fluoride back in the water; and 2) the Village needs to be open five days because people work five days a week. He said if a resident has a problem and needs a point of contact that is an urgency at that moment. He stated he was very sympathetic to all of the workers, but on this issue Council's final obligation is to answer to the people. He said the people believe their government should be open and available to them five days a week. He agreed that returning to the five day work week, with expanded hours on Wednesdays beginning in January 2017, is something they need to do.

Vice Mayor McGovern thought the residents needed to know that the services out of Village Hall would be coming back to five days a week, but Public Works and like departments would stay on the four day work week with the extended hours. He said this will be done for efficiency and to ensure the economic impact of this change is as limited as possible.

Mayor Gerwig thought the flexibility to the employees should be noted as well. She mentioned some employees in Village Hall have asked her to go back to the five day work week, because it

is a long day and they cannot work out child care on the ten hour schedule. She said there are going to be winners and losers in this, but she has to come back to the fact they are here to serve the residents.

Councilwoman Siskind understood some services were still being provided on Fridays, such as inspections, so they were not leaving people stranded for four days. Mr. Schofield indicated one common complaint was not being able to get a building inspection done on a Friday, but they have to know to call the Village as opposed to coming to the door. He said if they call on Thursday for a building inspection on a Friday, it will be done. He indicated the Utility department is there 24/7 and the Parks Department is there roughly 18 hours a day, 7 days a week, so only the schedule for Village Hall will change. He said no service is offered that residents cannot get on a Friday, but they have to call the Village because the front doors are closed. He stated on Fridays there are operators in the call center and people in Utilities to turn on water service and setup accounts.

Councilman Napoleone indicated Mr. Schofield just said that there is no service residents can get during the week that they currently cannot get on a Friday. He stated for that reason alone, there was no reason to open Village Hall on a Friday. He thought maybe they should spend their energy and resources on educating the residents that they do not have to drive to Village Hall to get something accomplished. He stated they will have to turn the whole building on, as they could not just open part of the building. He believed once they go back to a five day work week, it would be very hard to go back and streamline everything. He said he was a fan of being a good steward of the residents' money and not spending $200,000 to open on a Friday to accomplish literally nothing. He understands that people have complained, as he talked to people and knocked on doors when he campaigned for eight months. He said he called people about this issue. He stated he has heard that the main issue is getting permits, but that is all online.

Mayor Gerwig asked about the application process for a permit, as the business consortium had mentioned it to her. Councilman Napoleone stated Mr. Tomasik told him that permitting was 100% online. Mayor Gerwig asked if the computer was generating it or if someone in the building was answering that business need. Councilman Napoleone indicated he spoke with the business consortium as well and they also talked to Mr. Tomasik. He said they understand that the permitting process is all online and it will get approved. He noted they would not get a permit on Saturday anyways.

Mayor Gerwig asked if there is a fee on Friday if someone calls for an inspection. Mr. Schofield stated for commercial builders, there is no fee on Friday if it is prearranged and there has always been a fee on Saturday. However, there are no fees for homeowners for those days.

Mayor Gerwig indicated having extended hours on Wednesday was not something she supported, because to her it was either 8:00 AM to 5:00 PM or four 10 hour days. However, when it was discussed, it did meet the need for that one person who might need to come by in person. She thought if the residents know every Wednesday is the day to come before or after work, it made sense to try it, but it may not work. She said it might let them have some flexibility with scheduling with employees to have some overlap.

Mayor Gerwig also indicated that some entities, such as Wellington Regional Hospital, have mentioned that they do not have a point of service contact on Fridays and sometimes the issue requires more than just a phone call.

Councilman Napoleone stated the Village is a not for-profit business and does not have to be

open five days a week. He said they are a government run by the people's money. He stated if they could save money by not opening to provide services the residents can already get with Village Hall being closed, they should not open on Friday.

Councilwoman Siskind stated she agreed with Councilman Napoleone, as she feels they are trying to fix something that is not broken. She believes they could be wasting resources on a public perception that Village Hall should be open five days a week. She said no one in the budget challenge survey mentioned it and she has not heard from anyone having a problem. She knows the services can be provided on Friday, so it seems wasteful. Mayor Gerwig disagreed, as she thought it was broken.

Vice Mayor McGovern thanked Ms. Quickel and Ms. Wadleigh, as their team did a tremendous job in putting this budget together. He noted Council was adopting a budget based on a TRIM rate that is the lowest this Village has had since 2009. He said they were increasing or maintaining their current level of service while lowering the TRIM rate and sustaining a 31% in reserves, so all of their bond ratings are also preserved. He believed that was the fiscal responsibility and accountability that they as Council have been given a mandate to preserve and put forward.

Vice Mayor McGovern thought the residents should know about the following notable items in the budget:

- The intersections, turn lanes and drainage improvements at Big Blue and Barberry, Big Blue and Wiltshire, and Pierson and South Shore. These improvements will have a long term positive effect on the Village, both in regards to traffic flow and drainage.
- The return to the five day work week.
- Adding shade and lighting at Scott's Place, so it can be a more fully used portion of this entire complex.
- Increasing the Keely Spinelli grants, as a little bit makes a difference in their schools, which are the keys to the long term success of their community and property values.

Vice Mayor McGovern felt that adding family leave at a very low cost is a progressive step the Village should take, making them the first community in Palm Beach County to take that step. He encouraged Council to support this item. He stated it would not only cover mothers and fathers, but it would provide them with six weeks of paid leave to have that time to bond with their child and set their family on the right course after either the birth or adoption of a child. He said family leave would also help the Village keep, retain and attract better employees.

Vice Mayor McGovern thought this was a good, strong budget and these items should all be included. He stated he would be voting yes on the budget tonight.

Councilwoman Siskind stated she agreed with Vice Mayor McGovern on the family leave. She said Wellington is a family community and prides itself on putting families first. She thought if they failed to support the family leave program, they could not have it both ways. She also agreed this benefit would help attract and retain high level employees. She did not know if other municipalities had implemented this program, but she believed Wellington should be the forerunner.

Vice Mayor McGovern stated no cities in Palm Beach County provided this benefit, but it is the coming trend in many major cities and metropolitan areas around the country. He thought they should lead the way so that employees could get paid and have complete security during this important time and not have to use their leave time. Councilwoman Siskind agreed and stated

she could support the budget tonight.

Councilman Drahos indicated he has been on the fence with this issue. He stated he has listened to both sides of the argument of the family leave. He said he was moved by Councilman Napoleone's comments when he spoke about Wellington being out in front and wanting to support this important life event, but then Mayor Gerwig made a comment that was an eye opener for him. He stated it was not so much the economics, but whether or not it is appropriate for Council to prioritize life events. He said they all agreed the birth or adoption of a child is a crucial moment in everyone's life, but this plan would not cover a family member who had to miss work because their child or family member was sick.

Councilman Drahos understood this was an important issue to Vice Mayor McGovern. While he thinks Vice Mayor McGovern's heart is in the right place, Councilman Drahos was concerned with the concept. He stated he would vote in favor of the budget today with the understanding that this is going to be a policy that is going to be written and presented to this Council, and then they can discuss this again and decide whether they actually want to fund it and put it in place. Mr. Schofield acknowledged Councilman Drahos' request. Councilman Drahos stated with that proviso he was not going to vote against the budget over $30,000, but everyone was clear on where he stands on this issue. He said he will give staff an opportunity to write up a policy for Council to discuss. He believed this conversation would bring the topic to light and the residents could contact them if they felt particularly strong about it.

Vice Mayor McGovern understood if the family leave program goes into the budget, then HR and Mr. Schofield would implement it if it is passed on second reading on September 27, 2016. Mr. Schofield stated staff will bring a policy to Council for review, but because it is a policy and Council sets policy, they may direct a change to it at any time. He indicated this is the first of two required meetings, so any requested changes will be made between now and the next two weeks. He explained normally staff will write that policy and implement it once Council provides policy direction. He said the policy will be provided to Council for informational purposes and Council can change any policy they have directed at any time.

Mayor Gerwig stated the point she made yesterday was that she does not like the concept of picking winners and losers. She said she has known friends who could not have children and worked side by side with people who had children. She also does not believe the family leave program will give the Village any advantage in hiring. She feels a good plan is offered now and it treats every situation the same. She stated the employees have the ability to use major illness leave and paid time off as well as earn time off and stack it for all kinds of different life reasons. She indicated her point yesterday was if her child was sick with leukemia that would be more important to her than the first six weeks of family bonding.

Vice Mayor McGovern stated he would support exploring a major medical leave plan for the 2017 budget. Mayor Gerwig indicated the Village already offers major medical leave and she did not believe the $30,000 number being discussed was real. Mr. Schofield explained the number was based on a running average. Mayor Gerwig understood it was based on a running average, but unpaid leave was offered. So she thinks it was an apples to oranges comparison and they are going to find something completely different. She thought it might also affect the way a manager might hire someone who is 23 years old and newly married or a lady who is 47 years old and married. Ms. Cohen stated the Village does not engage in discriminatory practices.

Mayor Gerwig understood this was a push towards the European model where everybody pays, but it is not something she is interested in. She said she would rather treat all life situations the

same and let people make those choices based on what they have earned and what they have coming or take unpaid time off. She also understood if a female employee has a baby, after a certain amount of time it is considered short term disability and they could receive a percentage of their income. Mayor Gerwig stated did not agree with the family leave program, but she would vote for the budget.

Councilwoman Siskind stated the choice of not working and staying home was not available to everyone. Mayor Gerwig disagreed. She believed that people should decide for themselves what is important to them.

Councilman Napoleone stated he is in favor of the family leave program because he believes bringing a child into a home is the most significant, long term, life changing event. He did not want to force someone to pick and choose between having a child and earning a living. He believed having a child was not an illness or disability, so employees should not be taking major medical leave or going on disability. He thought employees should be at home for the first six weeks of their child's life and still put food on the table. He did not believe everyone could afford to make that choice. Councilman Napoleone believes the Village should lead the way, because it is head and shoulders above most other communities and municipalities in not only the state but probably around the country. He thinks Council should push this program through their budget, as he was going to vote in favor of the budget.

Councilman Drahos clarified he agreed that bringing a child into the world was of the upmost importance. However, his concern was sending the message to employees that if they have a child through birth or adoption the Village is going to cover them, but if they have a family member who is sick or want to spend time with in their final days of life, the Village does not deem that important enough to cover. He stated he has trouble with the family leave program from that concept alone. Vice Mayor McGovern thought that may be a reason to have a second policy. Councilman Drahos disagreed, as he believed the first policy was inherently flawed.

Mayor Gerwig stated this budget has been in formation for a long time. She said staff has relied on the Council budget workshops and discussions to get to this point. She agreed that staff did an excellent job in putting the budget together.

Public Hearing

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

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

At this point, Ms. Quickel read the following mandatory statement into the record regarding the millage rate:

The 2.44 millage rate is 6.69% higher than the rolled back rate of 2.287 mills. The roll back rate is the rate which applied to this year's total assessed valuation of $7.49 billion yields the same ad valorem tax revenues as the previous year or $16.28 million adjusted for discounts. Adopting the proposed rate of 2.44 mills generates $17.37 million adjusted for discounts or an increase of approximately $1.21 million from last year. The proposed millage rate of $2.44 mills for the Village of Wellington governmental budget including Acme Improvement District funds a 1.9% operating increase over the prior year. The proposed millage rate of 2.44 mills for the Village of Wellington

governmental budget, excluding Acme Improvement District, funds a 2.9% operating increase over the prior year.

A motion was made by Vice Mayor McGovern, seconded by Councilwoman Siskind, and unanimously passed (5-0) to approve the first hearing of the budget as presented.

B. 16-0375 ORDINANCE NO. 2016-21 (FISCAL YEAR 2016/2017 CAPITAL IMPROVEMENT ELEMENT UPDATE):
AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2016/2017 THROUGH 2021/2022 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mr. Schofield indicated this Ordinance transmits the Village's amended Capital Improvement Plan to the State of Florida and does not change the budget. He stated this process was required by statute. He said the School District's Capital Improvement Plan is the bulk of it, as the Village and all other jurisdictions in the State of Florida are required to include it in their Capital Improvement Element. He explained Council was just transmitting to the state what was being adopted in the budget. Mr. Schofield stated the level of service capital projects are specified separately. He said any roads, parks or public buildings requiring a capital improvement is a level of service improvement. He indicated someone had questioned the turn lanes at Barberry and Wiltshire. He explained the turn lanes are in the budget, but they are not a level of service.

Mr. Schofield stated staff was recommending approval as presented.

Public Hearing

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

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

A motion was made by Vice Mayor McGovern, seconded by Councilman Napoleone, and unanimously passed (5-0) to approve Ordinance No. 2016-21 as presented on First Reading.

C. 16-0372 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 CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

Mr. Basehart explained this amendment was written to allow owners of large lot properties to design a feature or focal point into the design of their residence and exceed the building height limit. He stated this basically applies to the Equestrian Overlay Zoning District (EOZD) where the building height limit is 35 feet. He said this amendment will allow people to add an entry feature or architectural element to their residence as an esthetic improvement, so long as certain limitations are met:

- The property is at least five acres in size;
- The architectural feature does not include habitable rooms;
- The architectural feature may exceed the roof line by up to 25%, with a cap of 50 feet;
- The architectural feature cannot be more than 10% of the ground floor area or roof area of the home, whichever is less. He noted this was the one change Council requested at first reading.

Mr. Basehart stated staff believes the predominant benefit of this amendment is that people will be able to make their homes more attractive. He indicated no comments or objections have been received since first reading.

Public Hearing

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

1. Jeff Kurtz, 12012 South Shore Blvd, Wellington. Mr. Kurtz stated he represented Cedar Crest Stables. On their behalf, he thanked the Village staff for seeing an issue, recognizing it as a problem, and proactively recommending and amending the code to make it better. He believed positive things would come from this and encouraged Council to vote in favor of it. He also thanked the Village Manager for his help.

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

A motion was made by Councilman Napoleone, seconded by Councilwoman Siskind, and unanimously passed (5-0) to approve Ordinance No. 2016-20 as presented on Second Reading.

D. 16-0323 RESOLUTION NO. R2016-46 (THE EQUESTRIAN CLUB PUD - TRACT J-1):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A MASTER PLAN AMENDMENT (PETITION NUMBER 16-64 / 2016-26 MPA 7) FOR CERTAIN PROPERTY KNOWN AS THE EQUESTRIAN CLUB PUD; CONSISTING OF APPROXIMATELY 149.79 ACRES, MORE OR LESS, LOCATED ON THE WEST SIDE OF 120TH AVENUE AND ON THE NORTH SIDE OF LAKE WORTH ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; TO MODIFY THE

DESIGNATION OF THE 5.1 ACRE PARCEL KNOWN AS TRACT J-1 FROM A COMMUNITY EQUESTRIAN WORKOUT AREA TO ONE (1) SINGLE FAMILY DWELLING UNIT AND EQUESTRIAN USES, KNOWN AS LOT 11A; INCREASING THE RESIDENTIAL UNITS FROM 148 DWELLING UNITS TO A TOTAL OF 149 DWELLING UNITS AND TO AMEND CONDITIONS OF APPROVAL; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item, Ms. Callovi read the Resolution by title, and Ms. Cohen swore in those individuals who would be testifying on this item.

Ex Parte Communications

Councilman Napoleone: Councilman Napoleone disclosed he met with the attorney for the applicant. He stated the discussion was on the general purpose of this proposal, which is to eliminate the common element. He said it has not been used as a common element and has been converted into a residential parcel.

Councilman Drahos: Councilman Drahos disclosed he had no ex parte communications.

Mayor Gerwig: Mayor Gerwig disclosed that she had spoken to the representative for this party and discussed the options here. She mentioned she had seen this item when it came before Council a couple of years ago.

Vice Mayor McGovern: Vice Mayor McGovern disclosed he met with the agent for the applicant who walked him through the petition, much like Mayor Gerwig and Councilman Napoleone have said. He said that meeting was held several weeks ago.

Councilwoman Siskind: Councilwoman Siskind disclosed she had no ex parte communications.

Ms. Cohen asked Council, notwithstanding any ex parte communications they may have had, if they can be fair and impartial in considering this application. Council responded affirmatively.

Mr. Basehart stated looking back at the record, Council did not support the initial application. He said the reason given at the hearing was that the HOA Board had voted to support the amendment, but there was no indication the general membership of the association had any input, so that concerned Council at the time.

Mr. Basehart indicated, since then, the association put the question to all members and there were no objections to making changes to the homeowners' documents to basically allow the release of this property, known as parcel J-1, as a community equestrian facility providing stable space and workout space for anyone in the community who wanted to use it. He said it would be predominantly oriented at the estate lots where the conventional, single family size lots occupy most of the dwelling units that are a part of this project. He stated the survey was done and the documents have been revised to specifically provide for the elimination.

Mr. Basehart noted the original documents allowed for up to two stalls on every individual lot, which specifically were not allowed for the housing of horses but as a resting place for those using parcel J-1. He said with the elimination of J-1, the ability to have the stables on the individual single family lots will go away as well, which is reflected in the condition of approval.

Ms. Cory Cramer stated the Equestrian Club PUD is located off Lake Worth Road. Mr. Basehart indicated the eastern portion has 138 conventional, about 1/3 acre, single family lots. He stated the western portion has 10 ranchettes, which are basically equestrian lots with stables, covered arenas and homes. He said that brings the total on site to 148.

Mr. Basehart indicated parcel J-1 is the parcel in question. He stated the request is to release that from use as a common area equestrian facility and allow it to be developed with a single family home and equestrian facility. He said that will add one unit to the overall project. He noted the eastern portion has a facility with a pool and clubhouse for use by the residents.

Mr. Basehart stated staff had not received any input from the community. He indicated the Equestrian Preserve Committee (EPC) reviewed the application in 2012 and unanimously supported it. He stated additional lots were being created in the 2012 application and there are no new lots in this application, just the additional dwelling unit. He said the Planning and Zoning Board recommended approval unanimously. He stated staff was recommending approval of the application, which is an amendment to the Master Plan to allow the additional unit and eliminate the common equestrian facility subject to the conditions they discussed and the conditions that are in the proposed resolution.

Ms. Cramer reviewed the conditions with Council. She stated the summary of conditions indicates:

- One additional lot for the overall project totaling 149 lots, 138 of which will be estate lots, and 11 of which will be ranchette lots.
- Clarification on the equestrian uses that are allowed on the ranchette section and not allowed on the estates section of the PUD.
- New lot J-1 will now be known as 11A and will provide one acre of dedication towards the equestrian use area.
- The ranchette lots have an area that is dedicated specifically for equestrian use and limits the type of structures that can be constructed within that area, to keep within the character of that same element of the ranchette lots by also dedicating an acre of the five acre parcel for that same use.
- Deletion of any conditions already met through the PUD.

Councilman Napoleone asked if lot J-1 was originally designated as an equestrian common element that was never actually utilized, and if a vote was taken of all the homeowners and not one objected to converting the non-existing equestrian common element to a residential lot. Mr. Basehart stated that was correct.

Assuming that ultimately a single family home is built on J-1, Councilman Drahos asked if that owner would enter and exit through the existing entrance and exit off the Equestrian Club. Mr. Basehart indicated there are two entrances and exits to the project. He said the main entrance is in the area where the conventional lots or estates are located and is available to anyone who has a home in there. He stated deliveries of equestrian products and horse trailers utilize the western entrance, which would be available to the owner of the new lot as well.

Councilman Drahos understood Council would not be creating a new entrance or exit by approving this Resolution. Mr. Basehart stated that was correct.

Mr. Jon Schmidt, agent for the applicant, introduced himself. He thanked staff for a thorough

analysis, as a lot of work and depth had to go into this because of its age. He stated they were in agreement with the Staff Report included in the agenda tonight as well as the seven conditions of approval.

Mr. Schmidt indicated the location is just over five acres. He stated there was a unanimous approval by the Board of Directors from the Master Association, which covers the entire planned unit development. He also said 99 individual lot owners voted and zero opposed. He stated the two sub-associations, which included the 138 single family lots, voted 93 in favor and zero opposed. He said of the ten equestrian lots, six owners approved in favor and zero opposed. Mr. Schmidt thought the issue that came up in 2012 had been addressed thoroughly. He indicated there was a restriction to have a one acre reserve for equestrian use only within this lot, which is not unlike the other previous ten lots that were in there.

Mayor Gerwig asked if there was a benefit to the homeowners of this HOA with this change. Mr. Schmidt stated there was a benefit not only to the POA, but also to the Village. He said the lot becomes a taxing lot now, which will be contributing to the overall cost and to the HOA, so it will bring their percentage down and provide additional funds.

Vice Mayor McGovern stated the application talks about the developer agreeing that the subject property will be developed as a privately-owned equestrian facility with accessory residential uses, including a potential single family residence desired by the lot owner. Ms. Schmidt said the plan is to sell this lot and put a single family home there as well as additional equestrian facilities, such as a barn. He believed a preliminary site plan was in Council's packet. Vice Mayor McGovern stated it talks about a single family residence, barns, stables and three paddocks. Mr. Schmidt stated that was correct.

Vice Mayor McGovern understood the traffic entering to access the barns, stables, and paddocks would not come in through the main entrance of the Equestrian Club but through the entrance located on the corner of the property further to the west. Mr. Schmidt stated that was correct. Vice Mayor McGovern asked what would ensure that was happening. Mr. Schmidt explained the front main entrance is gated. He said the ten lots, and hopefully soon to be eleven, would all have unlimited use of the service drive.

Vice Mayor McGovern stated Mr. Basehart's staff was recommending approval. He said this application went to EPC and PZAB back in 2012 and asked why it did not go back to them this time. Mr. Basehart stated the applicant requested an expedited review, which is provided for in the code. He explained the project was not increasing in size, had no measurable external impacts being created by the change, and was previously approved by Council. He stated only those types of applications can come in as an expedited position. He said Council approved the PUD initially, so it was existing, and the changes were basically de minimus, so the application met the criteria for expedited review. He noted the applicant requested the Village Engineer and PZB director to sign off on that, which they did, and it was processed as an expedited application.

Mayor Gerwig asked if the applicant could have requested that in 2012. Mr. Basehart stated that could not have happened in 2012, because lots were being added. Mayor Gerwig said there was only one unit. Mr. Basehart stated no new lots were being created, but the existing J-1 parcel will now be allowed to have a house.

Public Hearing

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and

unanimously passed (5-0) to open the Public Hearing.

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

A motion was made by Councilman Napoleone, seconded by Councilwoman Siskind, and unanimously passed (5-0) to approve Resolution No. R2016-46 as presented.

9. REGULAR AGENDA

A. 16-0400 RESOLUTION NO. R2016-62 (FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT FUNDS):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE PURPOSE OF RECEIVING A GRANT UNDER PROVISIONS OF THE RECREATIONAL TRAILS PROGRAM FOR THE BROWN TRAIL CONNECTOR PROJECT; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. R2016-63 (BUDGET AMENDMENT TO ALLOCATE THE GRANT):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2015-2016 CAPITAL FUND BUDGET FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT FUNDS AWARDED TO THE RECREATIONAL TRAILS PROGRAM FOR THE BROWN TRAIL CONNECTOR PROJECT; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item.

Ms. Quickel stated a notification of grant award was received from the FDEP. She said this was for the Brown Trail connector project that will construct approximately 1,000 feet of equestrian trail from Wellington Trace Blvd south along the C-11 canal to connect the trails between Paddock Park II and the Saddle Trail Park neighborhoods and along the C-15 canal. She indicated Council received a graphic earlier in the day. Ms. Quickel explained the Village has to match this $200,000 grant, so the total project is $400,000. She said staff will continue to pursue grants and they are very pleased to include this in the budget process.

Mr. Schofield noted Council will see this item one more time when staff brings the contract back to award it for construction.

A motion was made by Councilman Drahos, seconded by Councilman Napoleone, and unanimously passed (5-0) to approve Resolution No. R2016-62 as presented.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Resolution No. R2016-63 as presented.

10. PUBLIC FORUM

Mr. Schofield stated no comment cards were received for the Public Forum.

11. ATTORNEY'S REPORT

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

- She stated summary judgements were obtained in two pending cases, the flooding case and the permit case, in favor of the Village. She said the other parties would have an opportunity to appeal, but she would keep Council informed.

12. MANAGER'S REPORT

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

- The next regular Council Meeting will be held on Tuesday, September 27, 2016, at 7:00 p.m. in the Council Chambers, which will include the final adoption of the budget.
- He will be out of the office on Wednesday, September 14th, and Thursday, September 15th. Mr. Barnes will be available in his absence.
- As a reminder, Mr. Schofield indicated residents can find information on Zika and the mosquito spraying schedule on the Village website. He explained the Village sprays a chemical called Control 44, which is misted from a truck. He stated a map on the website shows which days spraying is done in certain neighborhoods. He said spraying starts about 10:00 PM at night, but it is stopped if they see anyone. He indicated if someone has an allergy or reaction to the chemical, they can call the Public Works Department to be removed from the spraying area. In addition to fogging, Mr. Schofield noted the Village places chemicals/larvicides in standing water. He said they have not yet started using or spraying the chemical specific to Zika, as there has been no indication of the Village having those mosquitos. He pointed out that they bite in the morning. He indicated if or when the Village uses that chemical, the employees will be in hazmat suits and everybody will be notified. He said the chemical currently being used is applied in the mid-range of what the manufacturer recommends. He stated the application rate is between .6 and 2.5, and it is applied by the Village at about 1.5.

Mayor Gerwig noted the residents should be careful and wear long sleeves, using what they feel comfortable using, and empty any standing water. Mr. Schofield agreed. He said simple things such as a dog's bowl of water, mosquitos larvae will develop. He stated the Village does misting, but they only spray from public roads, as they were not going behind homes.

Councilman Drahos clarified the Village was not spraying by air, as that was being done by the County. Mr. Schofield confirmed the Village does not spray by air. He stated the chemical they have seen in many of the social media posts is not a chemical used by the Village. However, the chemical for Control 44 is a pesticide and it will kill mosquitos, black flies and midges. He stated they should avoid contact if at all possible.

Councilman Napoleone indicated the Village has always done mosquito spraying, so this was not something they were doing in response to Zika. He said people are thinking the Village is spraying for the first time in response to Zika and using a powerful chemical that has never been used before. Mr. Schofield stated Wellington has been spraying for mosquitos for the twenty years it has been incorporated, so it is not new.

Councilman Napoleone thought the people needed to know that because they are concerned without a basis to be concerned. He said the Village was not doing anything out of the ordinary, other than just spraying more frequently. Mr. Schofield stated the Village was spraying on the published schedule, but they are not going to spray if it is raining or the wind is over 10 or 15 mph.

He stated it was a very highly regulated chemical. He said their licenses are on the line if it is not done right. He reiterated they will stop fogging if they see anyone and go past them at least 100 feet before they start again.

Mayor Gerwig stated she appreciated the interaction because it has been difficult and everyone is fearful. She said no one has had Zika in Wellington, but other diseases are borne by mosquitos that are equally dangerous, and they are very dangerous to livestock and other things as well. She thanked staff for being so responsive.

13. COUNCIL REPORTS

COUNCILMAN NAPOLEONE: Councilman Napoleone presented the following report:

- He appreciated the turnout for the 9/11 Memorial. He thought it was an important to recognize this every year and what it means not only to their country, but to the world. He appreciated all of the first responders, police officers and military that were there. He said everyone made comments and it was a very nice, respectful ceremony. He stated the rain did not keep people away and staff did a great job keeping people dry.
- He also appreciated the fact that they as Council members could disagree and still get along. He said just because they have a disagreement on a position or a policy, does not mean they have taken it personally. He stated they were not supposed to vote everything 5-0, because that is not why they are there. He said they can have a robust debate and disagree, and when they are done they can get on with their lives and still be friends. He thought it was very important and what makes this Council really excellent. He stated he respected all of their opinions even though he disagreed with some of them, but he thought it was important to have those discussions.

COUNCILMAN DRAHOS: Councilman Drahos presented the following report:

- He agreed Council was not always going to agree on everything. He thought this was the first time they had an open debate on some sensitive issues, but he has full faith in his fellow members that if he is wrong they will get it right. He stated people were expecting them to debate issues and they will continue to do that in a respectful manner. He said he appreciated the debates.

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

- He thanked staff for putting the 9/11 Memorial together on this very important 15th anniversary, and their quick response to the rain made it a much more meaningful event. He was glad so many people attended.
- He thought Detective Murray and Lieutenant Garay were exemplary of all those who work here in Wellington as first responders. He stated the residents were much appreciative of the safety and work that is provided by those at the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue. He said they cannot thank those folks enough.
- He asked if the Village had officially submitted its list to the County regarding the potential Wellington projects for the potential one cent sales tax.

Mr. Schofield stated the list has been submitted. He explained the confusion came when the Village submitted the original list of all of the projects that would be using the funds and the county did not want a leveraged list. He said they submitted a revised list and Council was provided that information in an AT. Mr. Schofield indicated the list was available to the residents on the Village website under the One Cent, One Plan. Vice Mayor McGovern hoped as they get closer to November, with the presidential election and important Palm Beach County election, that people

will be informed on all that goes into what would happen if that one cent sales tax is passed.

- Vice Mayor McGovern reminded everyone that the Planning, Zoning & Adjustment Board (PZAB) will meet the next day in the Council Chambers at 7:00 PM, when the Winding Trails project will be discussed. He said many of the Council members have heard from a lot of folks, but coming to the Village Board and Committee meetings is the first step in that process. He hoped the residents would come and be heard.

COUNCILWOMAN SISKIND: Councilwoman Siskind presented the following report:

- She echoed that agreeing to disagree is what they are there to do. She stated this was the only forum where they can have these discussions and discover what each other is thinking. She thought tonight was very interesting, and they will still be friends when they walk out of this room.
- She reminded everyone that the International Coastal Cleanup will be held at Tiger Shark Park this Saturday, 10:00 AM to Noon. She stated they can register as a volunteer at the event. She said it will be fun for the kids as well.
- She stated she will be following up with the applicant who is applying for the Construction Board, as that could be her appointee. She said she will keep Council posted on that.
- She mentioned the Wellington Chamber is trying to get each school in Wellington involved in Winterfest, which is Saturday, December 3, 2016. She stated they were looking for all the schools to participate through choir, dance, musical performances, and it will take time to coordinate everything.

MAYOR GERWIG: Mayor Gerwig presented the following report:

- She said this Saturday was Jaidyn Brody's mini golf tournament, "Putting Fore Patients," for the Leukemia & Lymphoma Society. She stated Jaidyn is an awesome little girl who is a bundle of energy and has a passion for curing leukemia, because her grandfather has it. She hoped someone from Council could make it, since she was going to out of town. Vice Mayor McGovern stated he planned on attending the tournament as well as the Coastal Cleanup.
- She mentioned the Murder at the Masquerade event at the Community Center was sold out.

14. ADJOURNMENT

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

Approved:

_____

Anne Gerwig, Mayor

_____

Rachel Callovi, Clerk

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0430, **Version:** 1

ITEM: AUTHORIZATION TO: 1) UTILIZE A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) CONTRACT, AS A BASIS FOR PRICING, FOR THE PURCHASE OF CISCO UCS BLADE SERVER EQUIPMENT; 2) UTILIZE A NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT, AS A BASIS FOR PRICING, FOR THE PURCHASE OF ADDITIONAL BACKUP STORAGE EQUIPMENT; AND 3) DISPOSE OF AN EXISTING DATA STORAGE SERVER

REQUEST: Authorization to: 1) utilize NASPO contract 43220000-WSCA-14-ACS with Presidio Networked Solutions, as a basis for pricing, for the purchase of IT Blade Server with switching hardware equipment at a cost of $125,696.09; 2) utilize NJPA contract #100614 with CDW-G, as a basis for pricing to purchase additional backup storage equipment at a cost of $58,294.00; and 3) dispose of an existing data storage server, pursuant to Village disposition policy.

EXPLANATION: The IT Department is seeking authorization to:

1. Purchase Cisco UCS Blade Server equipment with switching hardware that will increase performance to meet the current needs for physical and virtual server environments. The new equipment will allow for faster, highly scalable, efficient and reliable storage (utilizing new blade server technologies), allowing greater speed with a smaller carbon footprint (less power) and a better return on investment.

   This Cisco UCS Blade Server will replace the seven (7) physical DELL servers which house all of the Village's daily working servers, files and data. The physical DELL servers are currently nearing DELL end of life expectancy, and are approaching maximum resource capacity (storage, RAM, CPU). Additionally, the equipment is vastly under rated for its current daily utilization. This purchase will help increase day-to-day usage, speed, scalability and add real-time redundancy backup and recovery.

   The NASPO awarded a contract to Presidio Networked Solution, effective through May 31, 2019. The contract includes a percentage discount off the list price of equipment. Presidio Networked Solutions has agreed to provide the Village a price of $125,696.09, or a 35% discount off the NASPO contracted price. In order to ensure the best pricing, staff solicited quotes from other vendors as summarized below:

CISCO UCS BLADE SERVER AND SWITCHING HARDWARE

Firm Name	Amount
PRESIDIO	$125,696.09
CISCO	$193,305.00
CDW-G	***

*****Note: In addition, staff contacted CDW-G who decided not to bid the project.**

   Staff is seeking authorization to utilize the NASPO contract #43220000-WSCA-14-ACS, as a basis for pricing, for the purchase of Cisco Blade Server, from Presidio Networked Solutions, at a cost of $125,696.09.

File #: 16-0430, **Version:** 1

2. Purchase Exagrid Backup Hardware equipment to increase backup storage capacity and performance to meet the current needs for virtual server environments. The new equipment will allow for faster, highly scalable, efficient and reliable backup storage for virtual and/or physical servers.

   The NJPA awarded a contract to CDW-G 100614 effective through November 18, 2018. The contract includes a percentage discount off the list price of equipment. CDW-G has agreed to provide the Village a price of $58,294.00. In order to ensure the best pricing, staff solicited quotes from two other firms as summarized below:

EXAGRID BACKUP STORAGE

Firm Name	Amount
CDW-G	$58,294.00
EXAGRID	$80,010.00
ProMark	$88,760.00

   Staff is seeking authorization to utilize the NJPA contract #100614, as a basis for pricing, for the purchase of Exagrid Backup Hardware Equipment, from CDW-G, at a cost of $58,294.00.

3. Dispose of existing data storage server, purchased in 2012. The storage server no longer meets the needs and requirements of the IT Department, and will be replaced by the Exagrid backup hardware equipment, described above in section 2. The data storage server will be sold on GovDeals, the Village's contracted public auction site.

Staff recommends: 1) utilizing NASPO contract 43220000-WSCA-14-ACS with Presidio as a basis for pricing for the purchase of IT Blade Server with switching hardware equipment at a cost of $125,696.09; 2) utilize NJPA contract #100614 with CDW-G, as a basis for pricing to purchase additional backup storage equipment at a cost of $58,294.00; and 3) dispose of an existing data storage server, to be sold on GovDeals, the Village's contracted public auction site. This is in accordance with the Technology Services Department's three year plan (2015-18).

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds were budgeted in FY 2016, and the unspent funds will be rolled forward to cover the cost of these expenditures.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to: 1) utilize NASPO contract 43220000-WSCA-14-ACS with Presidio as a basis for pricing for the purchase of IT Blade Server with switching hardware equipment at a cost of $125,696.09; 2) utilize NJPA contract #100614 with CDW-G, as a basis for pricing, to purchase additional backup storage equipment at a cost of $58,294.00; and 3) dispose of an existing data storage server, pursuant to Village disposition policy.

PRESIDIO™

QUOTE: 2001116632871-06
DATE: 08/31/2016
PAGE: 1 of 3

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

jbolden@wellingtonfl.gov
(p) 561-791-4097

FROM:
Presidio Networked Solutions
Krystal Frick
4400 PGA Boulevard
Suite 401
Palm Beach Gardens, FL 33410

kfrick@presidio.com
(p) 407.641.0547

BILL TO:
Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

SHIP TO:
Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Customer#: VILLA061

Contract Vehicle: Florida NASPO ValuePoint Cisco/IronPort AR233 (14-19) FL#43220000-WSCA-14-ACS

Account Manager: Eric Peterson
Inside Sales Rep: Krystal Frick
Title: Cisco UCS
Comments: Please note this pricing is valid through October 31, 2016.

#	Part #	Description	Unit Price	Qty	Ext Price
Cisco UCS					
UCS-SP-5108-AC					
1	UCS-SP-5108-AC	UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m	$5,651.10	1	$5,651.10
2	CON-SNTP-5108AC	SMARTNET 24X7X4 UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x	$649.89	1 for 36 mo(s)	$649.89
3	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	$0.00	4	$0.00
4	UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	$0.00	2	$0.00
5	N20-FW014	UCS 5108 Blade Chassis FW Package 3.1	$0.00	1	$0.00
6	N20-FAN5	Fan module for UCS 5108	$0.00	8	$0.00
7	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	$0.00	1	$0.00
8	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	$0.00	4	$0.00
9	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	$0.00	4	$0.00
10	N01-UAC1	Single phase AC power module for UCS 5108	$0.00	1	$0.00
11	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	$0.00	1	$0.00
12	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	$0.00	8	$0.00
				Total:	**$6,300.99**
N3K-C3524-X-SPL3					
13	N3K-C3524-X-SPL3	Nexus 3524x, 24 10G Ports, L3 Promotion	$7,980.00	2	$15,960.00
14	CON-SNTP-352XSPL3	SNTC-24X7X4 Nexus 3524x, 24 10G	$4,310.19	2 for 36 mo(s)	$8,620.38
15	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	$0.00	2	$0.00

PRESIDIO™

QUOTE: 2001116632871-06
DATE: 08/31/2016
PAGE: 2 of 3

Comments: Please note this pricing is valid through October 31, 2016.

16	N3548-24P-LIC	Nexus 3524 Factory Installed 24 port license	$0.00	2	$0.00
17	SFP-H10GB-CU5M	10GBASE-CU SFP+ Cable 5 Meter	$85.50	8	$684.00
18	N3548-BAS1K9	Nexus 3500 Base License	$0.00	2	$0.00
19	N3524-LAN1K9	Nexus 3524 Layer 3 LAN Enterprise License	$0.00	2	$0.00
20	NXA-FAN-30CFM-F	Nexus 2K/3K/9K Single Fan, port side exhaust airflow	$0.00	8	$0.00
21	N3KUK9-602A7.2	NX-OS Release 6.0(2)A7(2)	$0.00	2	$0.00
22	N2200-PAC-400W	N2K/N3K AC Power Supply, Std airflow (port side exhaust)	$0.00	4	$0.00
23	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	$0.00	4	$0.00
				Total:	**$25,264.38**
UCS-SP-FI48-2X					
24	UCS-SP-FI48-2X	UCS SP Select 6248 FI w/ 12p LIC 2Pk	$0.00	1	$0.00
25	UCS-SP-FI48P	(Not sold Standalone)UCS SP Select 6248 FI w/ 12p LIC	$7,244.25	2	$14,488.50
26	CON-SNTP-SMBFI48P	SNTC-24X7X4 (Not sold Standalone)UCS SP Select 6248 FI w	$2,400.36	2 for 36 mo(s)	$4,800.72
27	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	$0.00	4	$0.00
28	SFP-10G-SR	10GBASE-SR SFP Module	$0.00	8	$0.00
29	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	$0.00	8	$0.00
30	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	$0.00	8	$0.00
31	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	$0.00	2	$0.00
32	N10-MGT014	UCS Manager v3.1	$0.00	2	$0.00
33	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	$0.00	2	$0.00
34	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	$0.00	4	$0.00
35	UCS-FAN-6248UP	UCS 6248UP Fan Module	$0.00	4	$0.00
36	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	$0.00	2	$0.00
				Total:	**$19,289.22**
UCS-SP-B200M4-BA3					
37	UCS-SP-B200M4-BA3	UCS SPSelect B200M4 Adv3 w/2xE52650v4,8x32GB,VIC1340 + C1	$0.00	4	$0.00
38	UCS-SP-B200M4-B-A3	(Not sold standalone)B200M4 Adv3 w/2xE52650v4,8x32GB,VIC1340	$7,020.00	4	$28,080.00
39	CON-SNTP-B200BA3	SNTC 24X7X4, (Not sold standalone)B200M4 Adv3 w/2xE52650v4,8	$918.81	4 for 36 mo(s)	$3,675.24
40	UCS-CPU-E52650E	2.20 GHz E5-2650 v4/105W 12C/30MB Cache/DDR4 2400MHz	$0.00	8	$0.00
41	UCS-MR-1X322RV-A	32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v	$0.00	32	$0.00
42	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	$0.00	4	$0.00
43	UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	$0.00	8	$0.00

PRESIDIO™

QUOTE: 2001116632871-06
DATE: 08/31/2016
PAGE: 3 of 3

Comments: Please note this pricing is valid through October 31, 2016.

44	UCSB-HS-EP-M4-R	CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)	$0.00	4	$0.00
45	UCSB-HS-EP-M4-F	CPU Heat Sink for UCS B200 M4/B420 M4 (Front)	$0.00	4	$0.00
46	UCS-SD-32G-S	32GB SD Card for UCS servers	$63.18	8	$505.44
47	UCS-M4-V4-LBL	Cisco M4 - v4 CPU asset tab ID label (Auto-Expand)	$0.00	4	$0.00
48	UCS-SP-M32-RVA	32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v	$425.10	32	$13,603.20
				Total:	**$45,863.88**
UCS-PM-IE=					
49	UCS-PM-IE=	UCS Performance Manager	$389.61	4	$1,558.44
50	CON-SAU-UCSPMIE	SW APP SUPP + UPGR UCS Performance Mana	$498.00	4 for 36 mo(s)	$1,992.00
				Total:	**$3,550.44**
			Total (Cisco UCS):		**$100,268.91**
Nimble Upgrade					
51	SP-KIT-10G	10 GIGE SFP+ FIELD UPGRADE KIT AND INSTALLATION; (ONE PER ARRAY)	$4,545.45	1	$4,545.45
		Comments: Service Serial: AF-106333			
52	SP-KIT-10G	10 GIGE SFP+ FIELD UPGRADE KIT AND INSTALLATION; (ONE PER ARRAY)	$4,545.45	1	$4,545.45
		Comments: Service Serial: AF-106696			
			Total (Nimble Upgrade):		**$9,090.90**
SFPs and Cables					
53	J9150A	HP - SFP+ transceiver module - 10GBase-SR - LC/UPC multi-mode - up to 980 ft - 850 nm - for HP 5406, 6120, 6600-24, 6600-48, Modular Smart Array P2000 G3, ProLiant DL360p Gen8	$542.45	4	$2,169.80
54	33048	C2G LC-LC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Patch cable - LC multi-mode (M) - LC multi-mode (M) - 16.4 ft - fiber optic - 50 / 125 micron - OM3 - aqua	$13.62	4	$54.48
			Total (SFPs and Cables):		**$2,224.28**

Sub Total:	**$111,584.09**
Grand Total:	**$111,584.09**

TERMS AND CONDITIONS OF THE REFERENCED WSCA CISCO CONTRACT AR233 (14-19) FL#43220000-WSCA-14-ACS APPLIES TO THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

PRESIDIO™

QUOTE: 2001116641525-01

DATE: 08/31/2016

PAGE: 1 of 1

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

jbolden@wellingtonfl.gov
(p) 561-791-4097

FROM:
Presidio Networked Solutions
Krystal Frick
4400 PGA Boulevard
Suite 401
Palm Beach Gardens, FL 33410

kfrick@presidio.com
(p) 407.641.0547

BILL TO:
Village of Wellington
James Bolden
12300 Forest Hill Blvd
Wellington, FL 33414

jbolden@wellingtonfl.gov
(p) 561-791-4097

SHIP TO:
Village of Wellington
James Bolden
12300 Forest Hill Blvd
Wellington, FL 33414

jbolden@wellingtonfl.gov
(p) 561-791-4097

Customer#: VILLA061

Contract Vehicle: Florida Dept of Management Services Consultant Sevices IT 973-561-010-1

Account Manager: Eric Peterson

Inside Sales Rep: Krystal Frick

Title: Cisco UCS - Presidio Services Install

Comments: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/state_term_contracts/information_technology_it_consulting_services

Please note this pricing is valid through October 31, 2016.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/state_term_contracts/information_technology_it_consulting_services/contractors/m_q/contractors_presidio_networked_solutions_inc

#	Part #	Description	Unit Price	Qty	Ext Price
Presidio Professional Services					
1	PS-SVC-FF	Fixed Fee for Presidio employee labor	$14,112.00	1.0000	$14,112.00
		Total (Presidio Professional Services):			**$14,112.00**

Sub Total:	**$14,112.00**
Grand Total:	**$14,112.00**

TERMS AND CONDITIONS OF THE REFERENCED CONTRACT APPLY TO THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

NASPO ValuePoint DataCom Florida

HOME
SOLUTIONS
INDUSTRY SOLUTIONS
GOVERNMENT
U.S. GOVERNMENT SOLUTIONS AND SERVICES
RESOURCES FOR U.S. GOVERNMENT
GOVERNMENT CONTRACTS AND FUNDING VEHICLES
STATE AND LOCAL GOVERNMENT CONTRACTS
NASPO VALUEPOINT DATACOM
- NVP DataCom AK
- NVP DataCom AR
- NVP DataCom CA
- NVP DataCom CT
- NVP DataCom DE
- NVP DataCom DC
- NVP DataCom FL
- NVP DataCom HI
- NVP DataCom ID
- NVP DataCom IA
- NVP DataCom KY
- NVP DataCom LA
- NVP DataCom MI
- NVP DataCom MO
- NVP DataCom MT
- NVP DataCom NE
- NVP DataCom NH
- NVP DataCom NJ
- NVP DataCom NV
- NVP DataCom OR
- NVP DataCom RI
- NVP DataCom SD
- NVP DataCom UT
- NVP DataCom VT
- NVP DataCom WA
- NVP DataCom WI

NVP #AR233 (14-19) Participating Addendum for FL #43220000-WSCA-14-ACS

Contract Start Date: 9/17/2014 Contract End Date: 5/31/2019

Minimum Discounts | Ordering Instructions | Contract Highlights | Contract Documents

Product Discount: 35%

Service Discount:

Cisco SMARTnet	Discount % (Government)	Discount % (Education)
1-Year Contract	10%	25%
3-Year Prepaid Contract*	17%	28%
5-Year Prepaid Contract*	21%	30%

Technical/Maintenance Services (Not Under SMARTnet Program) 10%

Training/Learning Credits 0%

Advanced Services (Non-SOW Based) 0%

Partner Services	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Maintenance Services	$600.00	$525.00
Professional Services - Deployment Services	$743.17	$661.17
Consulting/Advisory Services	$743.18	$661.18
Architectural Design Services	$743.19	$661.19

Related Links
- Partner Locator
- NASPO ValuePoint Website
- State of Florida
- NASPO ValuePoint Introduction
- NVP eMarket Center

Price Lists
- Florida Price List

Adobe® Reader®
- Get Adobe Reader

Contact Us
- Partners: Contract Application Requests
- Full Contact List

Marketing
- Data Center and Virtualization Overview
- Unified Computing System Solution Overview

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR JAMES BOLDEN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HHCM487	8/10/2016	EXAGRID EX32000	2762840	$58,294.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
EXAGRID EX32000E DISK CAP RAW 72TB Mfg. Part#: EX-72TB-DB Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	3555867	$43,780.00	$43,780.00
ExaGrid Standard Customer Support and Maintenance - extended service agreem Mfg. Part#: EX32000E-1YRMS-S UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	3530766	$6,750.00	$6,750.00
EXAGRID 10GBE RJ45 2PORT ADDN OPT Mfg. Part#: EX2-10B-2PA Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	4	3285707	$1,650.00	$6,600.00
ExaGrid Standard Customer Support and Maintenance - extended service agreem Mfg. Part#: EX2-10B2PA-1YRMS-S UNSPSC: 81111812 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	4	3449041	$291.00	$1,164.00

PURCHASER BILLING INFO

Billing Address:
VILLAGE OF WELLINGTON
ACCTS PAYABLE
12300 FOREST HILL BLVD
WELLINGTON, FL 33414-7699
Phone: (561) 791-4000
Payment Terms: MasterCard/Visa Govt

DELIVER TO

Shipping Address:
VILLAGE OF WELLINGTON
JAMES BOLDEN
12300 FOREST HILL BLVD
WELLINGTON, FL 33414-7699
Phone: (561) 791-4000
Shipping Method: DROP SHIP-GROUND

SUBTOTAL	$58,294.00
SHIPPING	$0.00
GRAND TOTAL	$58,294.00

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Mike Zorica | (866) 339-3535 | mikezor@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Locate a Cisco Partner

Product, Category or Company

City, State or Zip: 33414

Country*: UNITED STATES

Search

Advanced Search Criteria

Show Map

Sort By : Default

Searched Criteria: UNITED STATES / 33414

Show 25 Showing 1-25 of 265 1

Partner Name	Location	Contact Details
PRESIDIO NETWORKED SOLUTIONS	7933 AMBLESIDE WAY LAKE WORTH, FL , 33467 USA + Additional Locations	**Phone:** 561-432-9916 **Website:** www.presidio.com/content/have-question-contact-us/?utm_source=cisco&utm_medium=tools&utm_content=cisco.com&utm_campaign=partner%20portal
EPLUS TECHNOLOGY, INC	185 N.W. Spanish River Blvd. Suite 270 Boca Raton, FL , 33431 USA	**Phone:** 561-361-4600 **Website:** www.eplustechnology.com
AT&T SERVICES, INC	701 Northpoint Pkwy West Palm Beach, FL , 33407 USA + Additional Locations	**Phone:** 561-640-6674 **Website:** www.att.com
FORSYTHE SOLUTIONS GROUP INC	500 W CYPRESS CREEK RD FORT LAUDERDALE, FL , 33309 USA	**Phone:** 954-414-3300 **Website:** www.forsythe.com
Black Box Network Services, Inc.	2520 N POWERLINE RD POMPANO BEACH, FL , 33064 USA	**Phone:** (800) 316-7107 **Website:** www.blackbox.com
SOFTCHOICE CORPORATION	108 SE 8th Ave Ste 430 Fort Lauderdale, FL , 33301 USA	**Phone:** 800-268-7638 **Website:** www.softchoice.com

CDW Government LLC

NJPA AWARDED CONTRACT

Contract#: 100614-CDW
Category: Technology, Security & Communication Solutions
Maturity Date: 11/18/2018

CDW-G is a leading technology solutions provider of hardware, software, peripheral products, and professional services to governmental and educational institutions. Set apart by a commitment to deliver the best customer experience, CDW-G assists in providing what you need when you need it in a way that exceeds your expectations. As a national leader in the technology industry, CDW-G will help you choose the solution that best meets your organization's current and future technology needs. Support is provided before, during and after your technology purchase. And, your personal account manager is there to help you every step of the way. Contract includes discount on the most commonly purchased technology products. Nationally leveraged volume price advantage for all members. Your one stop total software solutions provider.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info

Mark Ellis
Direct Phone: 800-808-4239
markeli@cdwg.com
www.cdwg.com/njpa

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 100614 # _____Technology Solutions with Related Equipment and Accessories_____

CDW Government, LLC
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 1st, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Cowette
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of November, 20 14 **NJPA Contract Number 100614 #CDW**

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of November, 20 14 **NJPA Contract Number 100614 #CDW**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CDW Government LLC

Vendor Authorized signature: _____ Christina V. Rother
(Name printed or typed)

Title: President, CDW Government LLC

Executed this 26th day of November, 20 14 **NJPA Contract Number 100614 #CDW**

VILLAGE OF WELLINGTON
PROPERTY DISPOSITION FORM

Section A: Provide the information requested below. If the information requested does not apply, write NA. Once completed, submit this form to the Purchasing Department.

PROPERTY DESCRIPTION: ___EMC VNXe 3300_

CONDITION: ____Working Condition_____

_____

MODEL: __VNXe 3300_____

MANUFACTURER: __EMC_____

SERIAL/VIN NUMBER: ____APM00114102795_____

VILLAGE TPP NUMBER: _12-0038_____

PRESENT CUSTODIAN: __Technology Services_____

PRESENT LOCATION: __City Hall Data Room_____

Section B: Authority is requested to dispose of property in the following manner:

☐ Transfer to new location. New location: _____

☒ Sale Location of property pending sale: _____

☐ Scrap

☐ Other Describe: _____

Additional Comments: _____

_____

_____

_____

_____

_____ 9-27-16

Signature of Present Custodian Date

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0472, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE TWO CITY OF WEST PALM BEACH CONTRACTS WITH HINTERLAND GROUP, INC. AND T.V. DIVERSIFIED, LLC FOR LIFT STATION REPAIRS AND REHABILITATION

REQUEST: Authorization to utilize two City of West Palm Beach contracts with Hinterland Group, Inc. and T.V. Diversified, LLC for lift station repairs and rehabilitation services.

EXPLANATION: The Utilities Department is seeking authorization to utilize two (2) City of West Palm Beach contracts with Hinterland Group, Inc. and T.V. Diversified, LLC for lift station repairs and rehabilitation, on an as needed basis, in the amount of approximately $205,000.

On November 13, 2014, the City of West Palm Beach awarded contracts 14478 & 14949 to Hinterland Group, Inc. and T.V. Diversified, LLC., respectively. Both contractors are Palm Beach County local vendors. These contracts were awarded for a period of thirty-six (36) months, effective through November 12, 2017. Pursuant to the terms and conditions of the agreements, and to ensure competitive pricing, the Village shall solicit quotes from both awarded vendors for every task order.

Below is a summary of the lift station projects estimated to exceed $25,000, for fiscal year 2017, in which the Village shall solicit quotes from both awarded vendors:

- Lift Station #18: $35,000 - Work includes replacing the top hatch for the wetwell, constructing a valve vault, replacing the piping and valves, coating both the wetwell and valve vault
- Lift Station #41: $30,000 - Work includes replacing the top hatch for the wetwell, replacing the piping and valves, coating both the wetwell and valve vault
- Lift Station #44: $35,000 - Work includes replacing the top hatch for the wetwell, constructing a valve vault, replacing the piping and valves, coating both the wetwell and valve vault
- Lift Station #47: $35,000 - Work includes replacing the top hatch for the wetwell, constructing a valve vault, replacing the piping and valves, coating both the wetwell and valve vault
- Lift Station #61: $35,000 - Work includes replacing the top hatch for the wetwell, constructing a valve vault, replacing the piping and valves, coating both the wetwell and valve vault
- Lift Station #85: $35,000 - Work includes replacing the piping and valves, coating both the wetwell and valve vault.

Staff is requesting authorization to utilize the City of West Palm Beach contracts with both Hinterland Group, Inc. and T.V. Diversified, LLC., for lift station repairs and rehabilitation, in the amount of approximately $205,000.

BUDGET AMENDMENT REQUIRED: NO

File #: 16-0472, **Version:** 1

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the 2017 Utility Fund Field Services Operating budget to cover these expenditures.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to utilize two (2) City of West Palm Beach contracts with Hinterland Group, Inc. and T.V. Diversified, LLC for lift station repairs and rehabilitation.

Exhibit "A"

CONSULTANT/CONTRACTOR ORIGINAL

City of West Palm Beach

MASTER CONTRACT
for
LIFT STATION REPAIRS AND REHABILITATION

ITB No. 13-14-129

Contract No. 14949

Contractor Firm: **T.V. DIVERSIFIED, INC.**

Contractor Address: 6397 Shadow Creek Village
Lake Worth, FL 33463

Email: tomvitale@tvdiversified.com

Telephone: (561) 629-7087

FEI/EIN # 262114947

THIS CONTRACT is made and entered into by and between the Contractor identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City" or "Owner").

WHEREAS, the Owner caused to be prepared specification, drawings and other contract documents for certain work and issued an Invitation to Bid ("ITB") for the above-described project; and

WHEREAS, the Contractor submitted its Bid in response; and

WHEREAS, the Owner determined that the Contractor's Bid represents the best value to Owner and wishes to contract with Contractor under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the Owner and Contractor understand and agree as follows:

1. **Lift Station Projects**. Contractor shall be entitled to submit bid(s) for the issuance of Work Orders for small projects (under $300,000) for the repair and/or rehabilitation of existing wastewater and stormwater pump stations and control structures. The work will consists of repair, replacement or rehabilitation of pipes, manholes, inlets, pumps, hatches, rails and other appurtenances at existing wastewater or stormwater facilities. Typically, work will be performed at pumping stations having a wet well with submersible pumps. The work may also include the removal and replacement of valves, gates, pumps, sewer pipes, stormwater pipes, manholes, hatches, vaults, electrical cables, miscellaneous utility line appurtenances, concrete structures and concrete slabs.

Contractor shall provide any and all sheeting, shoring and/or dewatering systems necessary to perform the work and to protect existing homes, driveways, walls, landscaping, roads or utilities from damage. Contractor is responsible for controlled excavation and trenching as well as post-construction repair to restore the roads, sidewalks, yards and driveways to pre-construction conditions.

The Contractor shall be responsible for the costs of all labor (including costs for overtime, night and weekend work), materials, equipment, tools, supplies, transportation, delivery, disposal of waste and surplus material,

appliances, fuel, power, light, water, sanitary facilities, temporary facilities and all other appurtenances and incidentals necessary for installation or repair work conducted at existing facilities.

The Contractor shall be responsible for locating all existing underground utilities including irrigation lines, communication cables, electrical power lines, water lines, gravity mains, force mains, drain pipes and other underground utilities. The Contractor shall be responsible for maintaining and submittal of accurate record drawings depicting the location of all existing and new underground utilities installed or encountered during the performance of its work.

The work shall cause minimal disruption and be performed in an expedited, highly coordinated manner by the Contractor. The Contractor must have adequate staffing at all work locations when activities are occurring so that the work proceeds promptly.

Contractor shall be responsible for all maintenance and protection of vehicular and pedestrian traffic and access to existing properties at all times during construction, except when necessary for underground pipeline installation.

The Contractor shall be responsible for control and bypassing of wastewater and stormwater flow by the use of mechanical pumps, piping, tankers or other temporary means as necessary to keep the existing system upstream of the work zone in service during repair or replacement activities. Backup bypass systems, pumps and tankers shall be readily available in the event of failure of the Contractors primary bypass methods or systems.

The Contractor shall also be responsible for furnishing, providing, implementing and installing and maintaining all maintenance of traffic (MOT) signage and barricades that conform to all City standards. The Contractor shall prepare MOT plans and obtain permits for work in the roadway from the City of West Palm Beach.

All work shall be in accordance with City of West Palm Beach Technical Specifications, the City Approved Materials List, Florida Administrative Code Section 62-604 and FDOT Standard Specifications for Road and Bridge Construction.

2. **Non-Exclusive; No Guaranty**. This Contract is non-exclusive and the Owner reserves the right to award other contracts for work falling within the scope of this Contract. No work order(s) or minimum amount of work or compensation is guaranteed under this Contract.

3. **Scope of Work**. If awarded a Work Order, the Contractor shall furnish all necessary labor, materials, equipment and supplies, and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of this Contract all work described and shown in the applicable Work Order.

4. **Work Order(s)**:

4.1 Owner will issue Work Orders on an as-needed basis. Each work order will be on Owner's form and detail the specific project scope of work, project schedule for completion and compensation. All terms and conditions of this Contract, the General Conditions and the Contract Documents will be applicable to each Work Order. The form of Work Order is attached to this Contract.

4.2 No work is authorized until a work order is fully executed by the Owner. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the Owner.

4.3 No individual Work Order shall exceed $299,999.99. No Work Order may be amended to exceed said amount. A comprehensive project shall not be broken into small related segments/projects in order to fall within the limitations of this Contract. Contractor shall not execute any such Work Order.

4.4 Work Orders shall be completed within the time indicated for each Work Order. Time is of the essence of each Work Order. Contractor shall proceed with the work and shall conform to the schedule for each Work Order. Work shall commence on the date indicated in the Notice to Proceed issued by Owner and be substantially complete and then fully complete in accordance with the Work Order schedule and the General Conditions, with such extensions of time as are provided in the General Conditions.

4.5 No Work Order may be issued for Services to be completed after the expiration of this Contract. The form of Owner's Work Order is attached to this Contract.

5. **Payment and Invoices**. Payment for Work Orders shall be made in accordance with the General Conditions of this Contract. Contractor acknowledges that if a construction bond is required, final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, a Subcontractor Utilization Report that lists all subcontractors and suppliers providing services and/or materials under the Work Order, the appropriate completed Small Business participation form and any updated insurance documents.

6. **Term of Contract**.

6.1 Term of Contract. Subject to the termination rights of the Owner, this Contract shall have a term of three (3) years, commencing as of the date of execution by the Owner. The Owner shall execute this Contract last.

6.2 Renewal. At the sole option of the Owner, this Contract may be renewed for up to two additional twelve (12) month periods. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions for this Contract shall be unchanged.

7. **Liquidated Damages.** The actual damages Owner and the public may suffer as a result of the failure to complete work under a Work Order within the scheduled time are not ascertainable at the time of this Contract. If said work under any Work Order is not substantially and then fully completed within the time established by the Work Order and the General Conditions, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, a sum per calendar day for each and every day or part of a day thereafter that said work remains incomplete. Unless a Work Order specified otherwise, Contractor shall pay to Owner the sum of Two Hundred Dollars ($200) per calendar day as liquidated damages. City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. Contractor's Surety shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

8. **Construction Bond(s)**. If a specific Work Order requires a public construction bond, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on Owner approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice. The City shall be an obligee under such bond(s). The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

9. **Required Insurance.**

9.1 Contractor shall maintain following liability coverage, in the limits specified, and shall provide evidence of such coverage prior to Contract execution:

Comprehensive General Liability: Not less than $1,000,000.00 Combined Single Limit per each occurrence and $2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding $25,000.

Automobile Liability: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

9.2 Based on the work to be performed, specific Work Orders for specific utility work projects may require additional insurance coverages.

9.3 Additional Insured: All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City of West Palm Beach as Additional Insured. No costs shall be paid by the Owner for an additional insured endorsement.

9.4 Certificate of Insurance: Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Owner prior to execution of any contract awarded. The Certificate of Insurance shall be dated and show the name of the insured, the specific contract or work authorization by name, WA number and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

9.5 Sub-Contractors. Proposer(s) shall ensure that any sub-consultants will maintain during the term of their contract, the above types of insurance, in coverage amounts acceptable to the Owner.

10. **Contractor's Understanding**. It is understood and agreed that the Contractor shall, prior to the execution of any Work Order, by careful examination, satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of a Work Order by the Contractor shall be a representation that the Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor agrees that its inspection of the site and review of information furnished by Owner shall be adequate investigation. By execution of a Work Order, Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time and Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site. Contractor agrees that that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the Owner.

11. **Warranty**. Contractor agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications.

12 **Ethics**. Contractor acknowledges, agrees and commits that it shall comply with all applicable state, county and Owner rules and regulations.

13. **Inspector General**. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and any Work Order hereunder, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Owner to be a material breach of this Contract justifying its termination.

14. **Small Business**. The aggregate goal for Small Business participation for all Work Orders issued under the contract **15%** of the total value of all Work Orders issued. Contractor agrees to use the certified small businesses identified by Contractor for each Work Order in the manner and proportions set forth in the Work Order and Small Business Commitment form. Contractor agrees to maintain in an orderly fashion all relevant records and information that evidence compliance with the Small Business program and the utilization of an payment to certified small businesses under this Contract. Contractor shall make said records available to the Owner for inspection during reasonable business hours.

payment to certified small businesses under this Contract. Contractor shall make said records available to the Owner for inspection during reasonable business hours.

15. **Contract Documents**. Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all project and work requirements, the terms and conditions contained in this Contract and the General Conditions, on the Owner website(s), each Work Order and the following documents, all of which taken together are incorporated herein and form the Contract Documents. The Contract Documents constitute the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

For convenience sake, all of the Contract Documents may not be attached to this Contract, but the indicated documents make up the Contract Documents, regardless of whether they are attached.

- ☐ General Conditions
- ☐ Technical Specifications
- ☐ Schedule of Rates
- ☐ Public Construction bond(s)
- ☐ Contractor's Insurance
- ☐ Drug Free Certification
- ☐ The following Contract Documents may be found at www.Ownerofwpb.org/engineering/.
  Owner's Approved Materials List
  Owner's Engineering Standard Details
- ☐ Each Work Order and all associated Documents

The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

ATTEST:

By: _____
City Clerk

CITY OF WEST PALM BEACH

By: _____
Geraldine Muioi, Ph.D., Mayor

Date: November 13, 2014

OWNER ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

WITNESS:

_____

Print Name: Tammie Alloe

Contractor:
T.V. DIVERSIFIED, INC.

By: _____
Thomas V. Vitale, Jr., President

14949
Lift Station Repair-TV Diversified
102414

City of West Palm Beach
SCHEDULE OF BID ITEMS

ITB 13-14-129

Project Title: CITY-WIDE CONTRACT FOR LIFT STATION REPAIRS AND REHABILITATION

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	GENERAL CONDITIONS				
1	MOBILIZATION & GENERAL CONDITIONS - ORDERS UNDER $15,000 (per site)	LS	1	$ 4,500.00	$ 4,500.00
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS $15,001-$40,000 (per site)	LS	1	$ 3,500.00	$ 3,500.00
3	MOBILIZATION & GENERAL CONDITIONS - ORDERS GREATER THAN $40,001 (per site)	LS	1	$ 300.00	$ 300.00
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	1	$ 500.00	$ 500.00
5	PUBLIC CONSTRUCTION BOND (UP TO $250,000) IF REQUIRED (per year)	LS	1	$ 6,000.00	$ 6,000.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	1	$ 700.00	$ 700.00
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	1	$ 1,100.00	$ 1,100.00
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	1	$ 500.00	$ 500.00
	MAINTENANCE OF TRAFFIC, SAFETY & ACCESS CONTROL				
9	MINOR M.O.T. DESIGN & SETUP (per site, no lane closure, City right of way)	DAY	1	$ 100.00	$ 100.00
10	INTERMEDIATE M.O.T. DESIGN & SETUP (per site, single lane closure, City right of way)	DAY	1	$ 150.00	$ 150.00
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	1	$ 2.00	$ 2.00
12	BARRICADE TYPE III w/ WARNING LIGHT	DAY	1	$ 2.00	$ 2.00
13	M.O.T. WARNING SIGNS	DAY	1	$ 3.00	$ 3.00
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	1	$ 25.00	$ 25.00
15	DYNAMIC ARROW FLASHING SIGN	DAY	1	$ 50.00	$ 50.00
16	VARIABLE MESSAGE TRAILER	DAY	1	$ 95.00	$ 95.00
17	TRAFFIC CONES	DAY	1	$ 2.00	$ 2.00
18	FLAGMAN	HR	1	$ 40.00	$ 40.00
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	1	$ 100.00	$ 100.00
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LF DA	1	$ 4.00	$ 4.00
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	1	$ 40.00	$ 40.00
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LF DA	1	$ 3.00	$ 3.00
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	1	$ 60.00	$ 60.00
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LF DA	1	$ 5.00	$ 5.00
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	1	$ 200.00	$ 200.00
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LF DA	1	$ 2.00	$ 2.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
27	HAY BALES OR WATTLES	LF	1	$ 8.00	$ 8.00
28	STEEL PLATE (32 sq ft per plate)	DAY	1	$ 50.00	$ 50.00
29	LIGHT TOWER w/ GENERATOR	DAY	1	$ 140.00	$ 140.00
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 750.00	$ 750.00
31	4" BY-PASS PUMPING OPERATION	DAY	1	$ 100.00	$ 100.00
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 4.00	$ 4.00
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 750.00	$ 750.00
34	6" BY-PASS PUMPING OPERATION	DAY	1	$ 125.00	$ 125.00
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 5.00	$ 5.00
36	12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 2,000.00	$ 2,000.00
37	12" BY-PASS PUMPING OPERATION	DAY	1	$ 1,500.00	$ 1,500.00
38	12" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 15.00	$ 15.00
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	1	$ 700.00	$ 700.00
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	1	$ 700.00	$ 700.00
	FORCE MAIN INSTALLATION BELOW GRADE				
41	4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 70.00	$ 70.00
42	6" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 71.00	$ 71.00
43	8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 88.00	$ 88.00
44	10" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 107.00	$ 107.00
45	12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 124.00	$ 124.00
46	16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 164.00	$ 164.00
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 18.00	$ 18.00
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 27.00	$ 27.00
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 65.00	$ 65.00
50	4" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 70.00	$ 70.00
51	6" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 80.00	$ 80.00
52	8" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 105.00	$ 105.00
53	10" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 155.00	$ 155.00
54	12" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 210.00	$ 210.00
55	16" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 375.00	$ 375.00
56	4" PLUG VALVE & VALVE BOX	EA	1	$ 1,162.00	$ 1,162.00
57	6" PLUG VALVE & VALVE BOX	EA	1	$ 1,511.00	$ 1,511.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
58	8" PLUG VALVE & VALVE BOX	EA	1	$ 1,890.00	$ 1,890.00
59	10" PLUG VALVE & VALVE BOX	EA	1	$ 2,569.00	$ 2,569.00
60	12" PLUG VALVE & VALVE BOX	EA	1	$ 3,113.00	$ 3,113.00
61	16" PLUG VALVE & VALVE BOX	EA	1	$ 5,391.00	$ 5,391.00
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	1	$ 8.00	$ 8.00
63	EXCAVATION & DISPOSAL OF CONCRETE SIDWALKS, DRIVEWAYS & FLATWORK	SY	1	$ 8.00	$ 8.00
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	1	$ 9.00	$ 9.00
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	1	$ 11.00	$ 11.00
66	CLEAN IMPORT SAND BACKFILL	CY	1	$ 35.00	$ 35.00
67	FLOWABLE FILL - EXCAVATABLE (per Section 121 FDOT spec)	CY	1	$ 200.00	$ 200.00
68	LIMEROCK STABILIZED BASE MATERIAL	CY	1	$ 46.00	$ 46.00
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	1	$ 200.00	$ 200.00
70	IN PLACE MATERIAL TESTING - MODIFIED PROCTOR TEST, AASHTO T-180	EA	1	$ 110.00	$ 110.00
	GRAVITY SANITARY SEWER INSTALLATION				$ -
71	6" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 71.00	$ 71.00
72	8" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 88.00	$ 88.00
73	10" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 105.00	$ 105.00
74	12" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 124.00	$ 124.00
75	15" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 164.00	$ 164.00
76	6" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 37.00	$ 37.00
77	8" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 41.00	$ 41.00
78	10" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 55.00	$ 55.00
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 64.00	$ 64.00
80	15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 75.00	$ 75.00
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 43.00	$ 43.00
82	10" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 61.00	$ 61.00
83	12" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 71.00	$ 71.00
84	15" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 88.00	$ 88.00
85	4" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 30.00	$ 30.00
86	6" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 50.00	$ 50.00
87	8" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 65.00	$ 65.00
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 90.00	$ 90.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 110.00	$ 110.00
90	15" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 270.00	$ 270.00
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 4.00	$ 4.00
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 12.00	$ 12.00
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 20.00	$ 20.00
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	1	$ 30.00	$ 30.00
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	1	$ 35.00	$ 35.00
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	1	$ 50.00	$ 50.00
97	PIPE BEDDING - #57 STONE	CY	1	$ 40.00	$ 40.00
	STORM SEWER INSTALLATION				
98	12" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 45.00	$ 45.00
99	12" HDPE, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 39.00	$ 39.00
100	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 42.00	$ 42.00
101	15" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 54.00	$ 54.00
102	15" HPDE, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 51.00	$ 51.00
103	15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 50.00	$ 50.00
104	18" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 62.00	$ 62.00
105	24" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 70.00	$ 70.00
106	30" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 83.00	$ 83.00
107	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 4.00	$ 4.00
108	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 20.00	$ 20.00
109	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 35.00	$ 35.00
110	PIPE BEDDING - #57 STONE	CY	1	$ 67.00	$ 67.00
	FORCE MAIN INSTALLATION ABOVE GRADE				$ -
111	4" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 187.00	$ 187.00
112	6" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 200.00	$ 200.00
113	8" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 257.00	$ 257.00
114	10" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 336.00	$ 336.00
115	12" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 355.00	$ 355.00
116	4" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 1,780.00	$ 1,780.00
117	6" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 2,338.00	$ 2,338.00
118	8" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 3,526.00	$ 3,526.00
119	10" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 5,526.00	$ 5,526.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
120	12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 7,847.00	$ 7,847.00
121	4" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 508.00	$ 508.00
122	6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 592.00	$ 592.00
123	8" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 870.00	$ 870.00
124	10" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 1,221.00	$ 1,221.00
125	12" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 1,660.00	$ 1,660.00
126	4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT	EA	1	$ 1,006.00	$ 1,006.00
127	6" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 1,222.00	$ 1,222.00
128	8" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 1,568.00	$ 1,568.00
129	10" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 2,278.00	$ 2,278.00
130	12" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 2,754.00	$ 2,754.00
131	STAINLESS STEEL 3" PRESSURE GAUGE & TAP	EA	1	$ 395.00	$ 395.00
132	2" ARI D-040 AIR RELEASE VALVE ASSEMBLY & BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 1,200.00	$ 1,200.00
133	ARI D-025 AIR RELEASE EPOXY COATED STEEL & BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 1,720.00	$ 1,720.00
134	BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 748.00	$ 748.00
135	2" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 335.00	$ 335.00
136	3" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 335.00	$ 335.00
137	4" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 440.00	$ 440.00
138	6" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	1	$ 300.00	$ 2,754.00
139	8" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	1	$ 450.00	$ 395.00
	WET WELL & MANHOLE REPLACEMENT & REPAIR				
140	4" DIP EPOXY COATED & LINED, VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 2,242.00	$ 2,242.00
141	4" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 128.00	$ 128.00
142	6" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 2,391.00	$ 2,391.00
143	6" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 132.00	$ 132.00
144	8" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 2,857.00	$ 2,857.00
145	8" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 166.00	$ 166.00
146	10" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 2,869.00	$ 2,869.00
147	10" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 201.00	$ 201.00
148	12" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 3,405.00	$ 3,405.00
149	12" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 240.00	$ 240.00
150	4" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 498.00	$ 498.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
151	6" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 952.00	$ 952.00
152	8" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 1,489.00	$ 1,489.00
153	10" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 1,967.00	$ 1,967.00
154	12" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 2,300.00	$ 2,300.00
155	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 1,692.00	$ 1,692.00
156	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 83.00	$ 83.00
157	316 ST STL HORIZ SUPPORT BRACKET FOR 4" DISCHARGE PIPING	EA	1	$ 317.00	$ 317.00
158	6" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 2,041.00	$ 2,041.00
159	6" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 107.00	$ 107.00
160	316 ST STL HORIZ SUPPORT BRACKET FOR 6" DISCHARGE PIPING	EA	1	$ 317.00	$ 317.00
161	8" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 2,620.00	$ 2,620.00
162	8" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 149.00	$ 149.00
163	316 ST STL HORIZ SUPPORT BRACKET FOR 8" DISCHARGE PIPING	EA	1	$ 527.00	$ 527.00
164	10" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 3,378.00	$ 3,378.00
165	10" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 203.00	$ 203.00
166	316 ST STL HORIZ SUPPORT BRACKET FOR 10" DISCHARGE PIPING	EA	1	$ 527.00	$ 527.00
167	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,853.00	$ 5,853.00
168	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 307.00	$ 307.00
169	316 ST STL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	1	$ 667.00	$ 667.00
170	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 246.00	$ 246.00
171	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 342.00	$ 342.00
172	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 538.00	$ 538.00
173	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 737.00	$ 737.00
174	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 1,762.00	$ 1,762.00
175	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 2,665.00	$ 2,665.00
176	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 3,438.00	$ 3,438.00
177	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 6,422.00	$ 6,422.00
178	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 7,012.00	$ 7,012.00
179	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	1	$ 444.00	$ 444.00
180	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	1	$ 619.00	$ 619.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
181	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	1	$ 80.00	$ 80.00
182	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	1	$ 99.00	$ 99.00
183	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	1	$ 373.00	$ 373.00
184	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	1	$ 475.00	$ 475.00
185	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	1	$ 576.00	$ 576.00
186	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	1	$ 926.00	$ 926.00
187	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 59.00	$ 59.00
188	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 74.00	$ 74.00
189	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 111.00	$ 111.00
190	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 419.00	$ 419.00
191	4 HOOK - 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	1	$ 194.00	$ 194.00
192	6 HOOK - 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	1	$ 214.00	$ 214.00
193	4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 81.00	$ 81.00
194	6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 50.00	$ 50.00
195	8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 60.00	$ 60.00
196	10' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 65.00	$ 65.00
197	12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 70.00	$ 70.00
198	VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	1	$ 14.00	$ 14.00
199	4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 8.00	$ 8.00
200	6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 122.00	$ 122.00
201	8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 173.00	$ 173.00
202	10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 221.00	$ 221.00
203	12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 237.00	$ 237.00
204	VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	SF	1	$ 14.00	$ 14.00
205	VALVE VAULT, BITUMASTIC COATING (2 layers Carboline 300M or equal, per square foot)	SF	1	$ 8.00	$ 8.00
206	4' - 5' DIA MANHOLE, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 230.00	$ 230.00
207	6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 390.00	$ 390.00
208	8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 477.00	$ 477.00
209	10' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 617.00	$ 617.00
210	12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 785.00	$ 785.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
211	VALVE VAULT, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)	SF	1	$ 18.00	$ 18.00
212	4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 260.00	$ 260.00
213	6' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 529.00	$ 529.00
214	8' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 704.00	$ 704.00
215	10' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 880.00	$ 880.00
216	12' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 1,057.00	$ 1,057.00
217	4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 265.00	$ 265.00
218	6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 397.00	$ 397.00
219	8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 529.00	$ 529.00
220	10' DIA WET WELL,IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 660.00	$ 660.00
221	12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 792.00	$ 792.00
222	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	1	$ 300.00	$ 300.00
223	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	1	$ 151.00	$ 151.00
223	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	1	$ 1,102.00	$ 1,102.00
224	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	1	$ 7.00	$ 7.00
225	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	1	$ 42.00	$ 42.00
226	36" x 48" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 2,318.00	$ 2,318.00
227	48" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 3,920.00	$ 3,920.00
228	48" x 72"ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 4,749.00	$ 4,749.00
229	54" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 4,641.00	$ 4,641.00
230	54" x 72"ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 5,628.00	$ 5,628.00
231	60" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 6,652.00	$ 6,652.00
232	72" x 84" ALUMINIUM HATCH COVER & FRAME,H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 9,303.00	$ 9,303.00
233	4" DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	1	$ 607.00	$ 607.00
234	4" PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	1	$ 410.00	$ 410.00
235	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	1	$ 1,200.00	$ 1,200.00
236	FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP	EA	1	$ 2,934.00	$ 2,934.00
237	ADDITIONAL 4' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	1	$ 506.00	$ 506.00
238	ADDITIONAL 4' I.D. EXCAVATION 10'-14' DEPTH	LF	1	$ 688.00	$ 688.00
239	ADDITIONAL 4' I.D. EXCAVATION 14'-18' DEPTH	LF	1	$ 1,237.00	$ 1,237.00
240	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	1	$ 3,354.00	$ 3,354.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
241	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	1	$ 506.00	$ 506.00
242	ADDITIONAL 5' I.D. EXCAVATION 10'-14' DEPTH	LF	1	$ 688.00	$ 688.00
243	ADDITIONAL 5' I.D. EXCAVATION 14'-18' DEPTH	LF	1	$ 1,237.00	$ 1,237.00
244	4" - 8" RELINER INSIDE DROP CONNECTION w/ ST STL MOUNTING HARDWARE	EA	1	$ 798.00	$ 798.00
245	10" - 15" RELINER INSIDE DROP CONNECTION w/ ST STL MOUNTING HARDWARE	EA	1	$ 1,367.00	$ 1,367.00
246	32" DIA USF 240 MANHOLE RING, FRAME & LID	EA	1	$ 2,007.00	$ 2,007.00
247	36" DIA USF 420 MANHOLE RING, FRAME & LID	EA	1	$ 2,147.00	$ 2,147.00
248	50" DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	1	$ 3,387.00	$ 3,387.00
	SUPPORT EQUIPMENT & LABOR				$ -
249	JETTER, PUMPER OR VACUUM TRUCK	HR	1	$ 275.00	$ 275.00
250	SEWER VIDEO CCTV	HR	1	$ 310.00	$ 310.00
251	150 CFM COMPRESSOR & ACCESSORIES	DAY	1	$ 303.00	$ 303.00
252	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	1	$ 5,900.00	$ 5,900.00
253	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20 point header)	EA	1	$ 11.00	$ 11.00
254	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	1	$ 4,500.00	$ 4,500.00
255	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	1	$ 500.00	$ 500.00
256	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	1	$ 100.00	$ 100.00
257	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30 foot suction or 60 foot discharge)	DAY	1	$ 50.00	$ 50.00
258	DRIVEN METAL SHEET PILING (up to 10' depth)	LF	1	$ 1,520.00	$ 1,520.00
259	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	1	$ 1,800.00	$ 1,800.00
260	TRENCH SHORING BOX (min 4' x 12')	DAY	1	$ 200.00	$ 200.00
261	TRENCH SHORING BOX (min 6' x 12')	DAY	1	$ 274.00	$ 274.00
262	TRENCH SHORING BOX (min 8' x 12')	DAY	1	$ 330.00	$ 330.00
263	TWO MAN LANDSCAPE CLEARING CREW	HR	1	$ 274.00	$ 274.00
264	TWO MAN HAND EXCAVATION CREW	HR	1	$ 274.00	$ 274.00
265	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	1	$ 366.00	$ 366.00
266	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	1	$ 60.00	$ 60.00
267	DUMP TRUCK & DRIVER 15-18 CU YD	HR	1	$ 95.00	$ 95.00
268	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	1	$ 2,896.00	$ 2,896.00
269	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	1	$ 2,217.00	$ 2,217.00
270	SKID STEER LOADER & OPERATOR	HR	1	$ 90.00	$ 90.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
271	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	1	$ 130.00	$ 130.00
272	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	1	$ 80.00	$ 80.00
273	HYDRAULIC EXCAVATOR & OPERATOR (Cat Class 054-0210)	HR	1	$ 350.00	$ 350.00
	WET TAPS, SADDLES & VALVES, CONNECTIONS TO EXISTING FITTINGS, CORE BORES				$ -
274	4" ON 6" OR 8" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 3,236.00	$ 3,236.00
275	4" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 4,284.00	$ 4,284.00
276	6" ON 8" OR 10" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 5,441.00	$ 5,441.00
277	6" ON 12" OR 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 5,746.00	$ 5,746.00
278	8" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 7,473.00	$ 7,473.00
279	8" ON 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 10,175.00	$ 10,175.00
280	CONNECT TO EXISTING VALVE OR FITTING, UP TO 5' DEPTH	EA	1	$ 366.00	$ 366.00
281	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	1	$ 56.00	$ 56.00
282	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	1	$ 997.00	$ 997.00
283	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	1	$ 1,787.00	$ 1,787.00
284	4" OR 6" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	1	$ 1,291.00	$ 1,291.00
285	8" OR 10" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	1	$ 1,791.00	$ 1,791.00
	SITE WORK				$ -
286	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq ft)	EA	1	$ 4,204.00	$ 4,204.00
287	4" CONCRETE SIDEWALK OR SLAB (per sq ft in excess of 150 sq ft at a site)	SF	1	$ 30.00	$ 30.00
288	6" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq ft)	EA	1	$ 4,904.00	$ 4,904.00
289	6" CONCRETE SIDEWALK OR SLAB (per sq ft in excess of 150 sq ft at a site)	SF	1	$ 37.00	$ 37.00
290	12" STABILIZED SUBGRADE AND 10" LIMEROCK BASE REPAIR	SY	1	$ 35.00	$ 35.00
291	2" ASPHALT SURFACE COURSE REPAIR	SY	1	$ 35.00	$ 35.00
292	CONCRETE CURB	LF	1	$ 35.00	$ 35.00
293	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq ft)	EA	1	$ 2,735.00	$ 2,735.00
294	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq ft in excess of 200 sq ft)	SF	1	$ 41.00	$ 41.00
295	BAHIA SOD	SY	1	$ 7.00	$ 7.00
296	ST AUGUSTINE OR BERMUDA SOD	SY	1	$ 9.00	$ 9.00
297	PRESSURE WASHING	SF	1	$ 4.00	$ 4.00
298	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	1	$ 548.00	$ 548.00
299	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	1	$ 219.00	$ 219.00
300	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	1	$ 274.00	$ 274.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
301	ADDITIONAL MANHOLE REMOVAL,14'-18' DEPTH	VF	1	$ 548.00	$ 548.00
302	DUPLEX VALVE VAULT REMOVAL	EA	1	$ 1,071.00	$ 1,071.00
303	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4" DIA (non-hazardous)	LF	1	$ 7.00	$ 7.00
304	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & 4.5" - 6" DIA (non-hazardous)	LF	1	$ 9.00	$ 9.00
305	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 6.5"- 10" DIA (non-hazardous)	LF	1	$ 9.00	$ 9.00
306	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 10.5" - 16" DIA (non-hazardous)	LF	1	$ 11.00	$ 11.00
	ALLOWANCE:				0
307	FEE & PERMIT ALLOWANCE - PERMITS, HYDRANT METER APPLICATION, HYDRANT METER USAGE TO BE REIMBURSED AT ACTUAL COST	LS	1	$ 5,000.00	$ 5,000.00
308	MAJOR MAINT OF TRAFFIC - DESIGN, PERMITS & OPERATION BY SUB-CONTRACTOR TO BE REIMBURSED AT ACTUAL COST	LS	1	$ 7,500.00	$ 7,500.00
309	GEOTECHNICAL TESTING OR DRILLING ALLOWANCE TO VERIFY EXIST CONDITIONS SHALL BE REIMBURSED AT ACTUAL COST PLUS 5%	LS	1	$ 5,000.00	$ 5,000.00
310	SUBSURFACE UTILITY EXPLORATION ALLOWANCE. SOFT DIGS TO VERIFY EXIST CONDITIONS SHALL BE REIMBURSED AT ACTUAL COST PLUS 5%	LS	1	$ 5,000.00	$ 5,000.00
311	ALLOWANCE FOR MISC FITTINGS & PARTS. ITEMS NOT LISTED ABOVE SHALL BE SUPPLIED AT NO MORE THAN 10% OVER ACTUAL INVOICE COST. ORIGINAL INVOICES SHALL BE SUBMITTED TO CITY	LS	1	$ 15,000.00	$ 15,000.00

Bidder Company Name: T.V. Diversified, Inc.

Thomas V. Vitale Jr.

Signature of Official authorized to bind Bidder.

Print Name: Thomas V. Vitale Jr.

Title: President

Date: 08/05/2014

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION MAY BE CAUSE FOR REJECTION OF THE BID.**

CONSULTANT/CONTRACTOR
ORIGINAL

City of West Palm Beach

MASTER CONTRACT
for
LIFT STATION REPAIRS AND REHABILITATION

ITB No. 13-14-129

Contract No. 14478

Contractor Firm: **HINTERLAND GROUP, INC.**

Contractor Address: 5401 Haverhill Road, N, Suite 114
West Palm Beach, FL 33407

Email: DDUKE1@HINTERLANDGROUP.COM / CROGERS@HINTERLANDGROUP.COM

Telephone: (561) 640-3503

FEI/EIN # 205156844

THIS CONTRACT is made and entered into by and between the Contractor identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City" or "Owner").

WHEREAS, the Owner caused to be prepared specification, drawings and other contract documents for certain work and issued an Invitation to Bid ("ITB") for the above-described project; and

WHEREAS, the Contractor submitted its Bid in response; and

WHEREAS, the Owner determined that the Contractor's Bid represents the best value to Owner and wishes to contract with Contractor under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the Owner and Contractor understand and agree as follows:

1. **Lift Station Projects**. Contractor shall be entitled to submit bid(s) for the issuance of Work Orders for small projects (under $300,000) for the repair and/or rehabilitation of existing wastewater and stormwater pump stations and control structures. The work will consists of repair, replacement or rehabilitation of pipes, manholes, inlets, pumps, hatches, rails and other appurtenances at existing wastewater or stormwater facilities. Typically, work will be performed at pumping stations having a wet well with submersible pumps. The work may also include the removal and replacement of valves, gates, pumps, sewer pipes, stormwater pipes, manholes, hatches, vaults, electrical cables, miscellaneous utility line appurtenances, concrete structures and concrete slabs.

Contractor shall provide any and all sheeting, shoring and/or dewatering systems necessary to perform the work and to protect existing homes, driveways, walls, landscaping, roads or utilities from damage. Contractor is responsible for controlled excavation and trenching as well as post-construction repair to restore the roads, sidewalks, yards and driveways to pre-construction conditions.

The Contractor shall be responsible for the costs of all labor (including costs for overtime, night and weekend work), materials, equipment, tools, supplies, transportation, delivery, disposal of waste and surplus material,

appliances, fuel, power, light, water, sanitary facilities, temporary facilities and all other appurtenances and incidentals necessary for installation or repair work conducted at existing facilities.

The Contractor shall be responsible for locating all existing underground utilities including irrigation lines, communication cables, electrical power lines, water lines, gravity mains, force mains, drain pipes and other underground utilities. The Contractor shall be responsible for maintaining and submittal of accurate record drawings depicting the location of all existing and new underground utilities installed or encountered during the performance of its work.

The work shall cause minimal disruption and be performed in an expedited, highly coordinated manner by the Contractor. The Contractor must have adequate staffing at all work locations when activities are occurring so that the work proceeds promptly.

Contractor shall be responsible for all maintenance and protection of vehicular and pedestrian traffic and access to existing properties at all times during construction, except when necessary for underground pipeline installation.

The Contractor shall be responsible for control and bypassing of wastewater and stormwater flow by the use of mechanical pumps, piping, tankers or other temporary means as necessary to keep the existing system upstream of the work zone in service during repair or replacement activities. Backup bypass systems, pumps and tankers shall be readily available in the event of failure of the Contractors primary bypass methods or systems.

The Contractor shall also be responsible for furnishing, providing, implementing and installing and maintaining all maintenance of traffic (MOT) signage and barricades that conform to all City standards. The Contractor shall prepare MOT plans and obtain permits for work in the roadway from the City of West Palm Beach.

All work shall be in accordance with City of West Palm Beach Technical Specifications, the City Approved Materials List, Florida Administrative Code Section 62-604 and FDOT Standard Specifications for Road and Bridge Construction.

2. **Non-Exclusive; No Guaranty**. This Contract is non-exclusive and the Owner reserves the right to award other contracts for work falling within the scope of this Contract. No work order(s) or minimum amount of work or compensation is guaranteed under this Contract.

3. **Scope of Work**. If awarded a Work Order, the Contractor shall furnish all necessary labor, materials, equipment and supplies, and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of this Contract all work described and shown in the applicable Work Order.

4. **Work Order(s)**:

4.1 Owner will issue Work Orders on an as-needed basis. Each work order will be on Owner's form and detail the specific project scope of work, project schedule for completion and compensation. All terms and conditions of this Contract, the General Conditions and the Contract Documents will be applicable to each Work Order. The form of Work Order is attached to this Contract.

4.2 No work is authorized until a work order is fully executed by the Owner. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the Owner.

4.3 No individual Work Order shall exceed $299,999.99. No Work Order may be amended to exceed said amount. A comprehensive project shall not be broken into small related segments/projects in order to fall within the limitations of this Contract. Contractor shall not execute any such Work Order.

4.4 Work Orders shall be completed within the time indicated for each Work Order. Time is of the essence of each Work Order. Contractor shall proceed with the work and shall conform to the schedule for each Work Order. Work shall commence on the date indicated in the Notice to Proceed issued by Owner and be substantially complete and then fully complete in accordance with the Work Order schedule and the General Conditions, with such extensions of time as are provided in the General Conditions.

4.5 No Work Order may be issued for Services to be completed after the expiration of this Contract. The form of Owner's Work Order is attached to this Contract.

5. **Payment and Invoices**. Payment for Work Orders shall be made in accordance with the General Conditions of this Contract. Contractor acknowledges that if a construction bond is required, final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, a Subcontractor Utilization Report that lists all subcontractors and suppliers providing services and/or materials under the Work Order, the appropriate completed Small Business participation form and any updated insurance documents.

6. **Term of Contract**.

6.1 Term of Contract. Subject to the termination rights of the Owner, this Contract shall have a term of three (3) years, commencing as of the date of execution by the Owner. The Owner shall execute this Contract last.

6.2 Renewal. At the sole option of the Owner, this Contract may be renewed for up to two additional twelve (12) month periods. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions for this Contract shall be unchanged.

7. **Liquidated Damages.** The actual damages Owner and the public may suffer as a result of the failure to complete work under a Work Order within the scheduled time are not ascertainable at the time of this Contract. If said work under any Work Order is not substantially and then fully completed within the time established by the Work Order and the General Conditions, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, a sum per calendar day for each and every day or part of a day thereafter that said work remains incomplete. Unless a Work Order specified otherwise, Contractor shall pay to Owner the sum of Two Hundred Dollars ($200) per calendar day as liquidated damages. City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. Contractor's Surety shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

8. **Construction Bond(s)**. If a specific Work Order requires a public construction bond, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on Owner approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice. The City shall be an obligee under such bond(s). The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

9. **Required Insurance.**

9.1 Contractor shall maintain following liability coverage, in the limits specified, and shall provide evidence of such coverage prior to Contract execution:

Comprehensive General Liability: Not less than $1,000,000.00 Combined Single Limit per each occurrence and $2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding $25,000.

Automobile Liability: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

9.2 Based on the work to be performed, specific Work Orders for specific utility work projects may require additional insurance coverages.

9.3 Additional Insured: All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City of West Palm Beach, its commissioners, officer, employees and agents as Additional Insured. No costs shall be paid by the Owner for an additional insured endorsement.

9.4 Certificate of Insurance: Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Owner prior to execution of any contract awarded. The Certificate of Insurance shall be dated and show the name of the insured, the specific contract or work authorization by name, WA number and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

9.5 Sub-Contractors. Proposer(s) shall ensure that any sub-consultants will maintain during the term of their contract, the above types of insurance, in coverage amounts acceptable to the Owner.

10. **Contractor's Understanding**. It is understood and agreed that the Contractor shall, prior to the execution of any Work Order, by careful examination, satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of a Work Order by the Contractor shall be a representation that the Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor agrees that its inspection of the site and review of information furnished by Owner shall be adequate investigation. By execution of a Work Order, Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time and Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site. Contractor agrees that that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the Owner.

11. **Warranty**. Contractor agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications.

12 **Ethics**. Contractor acknowledges, agrees and commits that it shall comply with all applicable state, county and Owner rules and regulations.

13. **Inspector General**. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and any Work Order hereunder, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Owner to be a material breach of this Contract justifying its termination.

14. **Small Business**. The aggregate goal for Small Business participation for all Work Orders issued under the contract **15%** of the total value of all Work Orders issued. Contractor agrees to use the certified small businesses identified by Contractor for each Work Order in the manner and proportions set forth in the Work Order and Small Business Commitment form. Contractor agrees to maintain in an orderly fashion all relevant records and information that evidence compliance with the Small Business program and the utilization of an

payment to certified small businesses under this Contract. Contractor shall make said records available to the Owner for inspection during reasonable business hours.

15. **Contract Documents**. Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all project and work requirements, the terms and conditions contained in this Contract and the General Conditions, on the Owner website(s), each Work Order and the following documents, all of which taken together are incorporated herein and form the Contract Documents. The Contract Documents constitute the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

For convenience sake, all of the Contract Documents may not be attached to this Contract, but the indicated documents make up the Contract Documents, regardless of whether they are attached.

- ☐ General Conditions
- ☐ Technical Specifications
- ☐ Schedule of Rates
- ☐ Public Construction bond(s)
- ☐ Contractor's Insurance
- ☐ Drug Free Certification
- ☐ The following Contract Documents may be found at www.Ownerofwpb.org/engineering/.
  Owner's Approved Materials List
  Owner's Engineering Standard Details
- ☐ Each Work Order and all associated Documents

The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

ATTEST:

By: _____
City Clerk

CITY OF WEST PALM BEACH

By: _____
Geraldine Muioi, Ph.D., Mayor

Date: NOVEMBER 13, 2014

OWNER ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

WITNESS:

_____

Print Name: CHASE ROGERS

Contractor:
HINTERLAND GROUP, INC.

By: _____
Daniel A. Duke, III
President

14949
Lift Station Repair-Hinterland
102714

City of West Palm Beach
SCHEDULE OF BID ITEMS

ITB 13-14-129

Project Title: CITY-WIDE CONTRACT FOR LIFT STATION REPAIRS AND REHABILITATION

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	GENERAL CONDITIONS				
1	MOBILIZATION & GENERAL CONDITIONS - ORDERS UNDER $15,000 (per site)	LS	1	$ 1.00	$ 1.00
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS $15,001-$40,000 (per site)	LS	1	$ 1.00	$ 1.00
3	MOBILIZATION & GENERAL CONDITIONS - ORDERS GREATER THAN $40,001 (per site)	LS	1	$ 1.00	$ 1.00
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	1	$ 1.00	$ 1.00
5	PUBLIC CONSTRUCTION BOND (UP TO $250,000) IF REQUIRED (per year)	LS	1	$ 5,000.00	$ 5,000.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	1	$ 550.00	$ 550.00
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	1	$ 550.00	$ 550.00
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	1	$ 1.00	$ 1.00
	MAINTENANCE OF TRAFFIC, SAFETY & ACCESS CONTROL				
9	MINOR M.O.T. DESIGN & SETUP (per site, no lane closure, City right of way)	DAY	1	$ 1.00	$ 1.00
10	INTERMEDIATE M.O.T. DESIGN & SETUP (per site, single lane closure, City right of way)	DAY	1	$ 1.00	$ 1.00
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	1	$ 3.00	$ 3.00
12	BARRICADE TYPE III w/ WARNING LIGHT	DAY	1	$ 3.00	$ 3.00
13	M.O.T. WARNING SIGNS	DAY	1	$ 3.00	$ 3.00
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	1	$ 5.00	$ 5.00
15	DYNAMIC ARROW FLASHING SIGN	DAY	1	$ 30.00	$ 30.00
16	VARIABLE MESSAGE TRAILER	DAY	1	$ 40.00	$ 40.00
17	TRAFFIC CONES	DAY	1	$ 2.00	$ 2.00
18	FLAGMAN	HR	1	$ 18.00	$ 18.00
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	1	$ 50.00	$ 50.00
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LF DA	1	$ 3.00	$ 3.00
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	1	$ 200.00	$ 200.00
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LF DA	1	$ 28.00	$ 28.00
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	1	$ 100.00	$ 100.00
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LF DA	1	$ 15.00	$ 15.00
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	1	$ 100.00	$ 100.00
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LF DA	1	$ 5.00	$ 5.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
27	HAY BALES OR WATTLES	LF	1	$ 1.00	$ 1.00
28	STEEL PLATE (32 sq ft per plate)	DAY	1	$ 20.00	$ 20.00
29	LIGHT TOWER w/ GENERATOR	DAY	1	$ 100.00	$ 100.00
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 400.00	$ 400.00
31	4" BY-PASS PUMPING OPERATION	DAY	1	$ 500.00	$ 500.00
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 5.00	$ 5.00
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 500.00	$ 500.00
34	6" BY-PASS PUMPING OPERATION	DAY	1	$ 600.00	$ 600.00
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 8.00	$ 8.00
36	12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 1,000.00	$ 1,000.00
37	12" BY-PASS PUMPING OPERATION	DAY	1	$ 1,000.00	$ 1,000.00
38	12" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 15.00	$ 15.00
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	1	$ 300.00	$ 300.00
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	1	$ 280.00	$ 280.00
	FORCE MAIN INSTALLATION BELOW GRADE				
41	4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
42	6" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
43	8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 75.00	$ 75.00
44	10" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 80.00	$ 80.00
45	12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
46	16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 130.00	$ 130.00
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 28.00	$ 28.00
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 45.00	$ 45.00
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 85.00	$ 85.00
50	4" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 75.00	$ 75.00
51	6" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 100.00	$ 100.00
52	8" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 100.00	$ 100.00
53	10" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 130.00	$ 130.00
54	12" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 180.00	$ 180.00
55	16" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 300.00	$ 300.00
56	4" PLUG VALVE & VALVE BOX	EA	1	$ 760.00	$ 760.00
57	6" PLUG VALVE & VALVE BOX	EA	1	$ 1,000.00	$ 1,000.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
58	8" PLUG VALVE & VALVE BOX	EA	1	$ 1,300.00	$ 1,300.00
59	10" PLUG VALVE & VALVE BOX	EA	1	$ 2,000.00	$ 2,000.00
60	12" PLUG VALVE & VALVE BOX	EA	1	$ 2,600.00	$ 2,600.00
61	16" PLUG VALVE & VALVE BOX	EA	1	$ 4,500.00	$ 4,500.00
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	1	$ 4.00	$ 4.00
63	EXCAVATION & DISPOSAL OF CONCRETE SIDWALKS, DRIVEWAYS & FLATWORK	SY	1	$ 6.00	$ 6.00
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	1	$ 4.00	$ 4.00
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	1	$ 15.00	$ 15.00
66	CLEAN IMPORT SAND BACKFILL	CY	1	$ 20.00	$ 20.00
67	FLOWABLE FILL - EXCAVATABLE (per Section 121 FDOT spec)	CY	1	$ 110.00	$ 110.00
68	LIMEROCK STABILIZED BASE MATERIAL	CY	1	$ 45.00	$ 45.00
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	1	$ 150 00	$ 150.00
70	IN PLACE MATERIAL TESTING - MODIFIED PROCTOR TEST, AASHTO T-180	EA	1	$ 100.00	$ 100.00
	GRAVITY SANITARY SEWER INSTALLATION				$ -
71	6" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
72	8" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
73	10" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 85.00	$ 85.00
74	12" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 95.00	$ 95.00
75	15" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 130.00	$ 130 00
76	6" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 25.00	$ 25.00
77	8" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 25.00	$ 25.00
78	10" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 32.00	$ 32.00
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 40.00	$ 40.00
80	15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 48.00	$ 48.00
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 35.00	$ 35.00
82	10" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 45.00	$ 45.00
83	12" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 55.00	$ 55.00
84	15" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 75.00	$ 75.00
85	4" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 25.00	$ 25.00
86	6" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 40.00	$ 40.00
87	8" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 50.00	$ 50.00
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 70.00	$ 70.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 70.00	$ 70.00
90	15" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 180.00	$ 180.00
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 20.00	$ 20.00
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 30.00	$ 30.00
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 40.00	$ 40.00
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	1	$ 50.00	$ 50.00
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	1	$ 60.00	$ 60.00
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	1	$ 90.00	$ 90.00
97	PIPE BEDDING - #57 STONE	CY	1	$ 70.00	$ 70.00
	STORM SEWER INSTALLATION				
98	12" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
99	12" HDPE, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
100	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 80.00	$ 80.00
101	15" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 85.00	$ 85.00
102	15" HPDE, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 120.00	$ 120.00
103	15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
104	18" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
105	24" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 95.00	$ 95.00
106	30" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 105.00	$ 105.00
107	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 20.00	$ 20.00
108	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 30.00	$ 30.00
109	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 40.00	$ 40.00
110	PIPE BEDDING - #57 STONE	CY	1	$ 70.00	$ 70.00
	FORCE MAIN INSTALLATION ABOVE GRADE				$ -
111	4" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 180.00	$ 180.00
112	6" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 200.00	$ 200.00
113	8" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 200.00	$ 200.00
114	10" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 210.00	$ 210.00
115	12" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 220.00	$ 220.00
116	4" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 1,600.00	$ 1,600.00
117	6" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 1,900.00	$ 1,900.00
118	8" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 2,700.00	$ 2,700.00
119	10" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 4,400.00	$ 4,400.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
120	12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 5,900.00	$ 5,900.00
121	4" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 450.00	$ 450.00
122	6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 550.00	$ 550.00
123	8" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 750.00	$ 750.00
124	10" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 1,000.00	$ 1,000.00
125	12" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	1	$ 1,400.00	$ 1,400.00
126	4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT	EA	1	$ 900.00	$ 900.00
127	6" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 1,100.00	$ 1,100.00
128	8" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 1,300.00	$ 1,300.00
129	10" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 1,900.00	$ 1,900.00
130	12" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	1	$ 2,200.00	$ 2,200.00
131	STAINLESS STEEL 3" PRESSURE GAUGE & TAP	EA	1	$ 500.00	$ 500.00
132	2" ARI D-040 AIR RELEASE VALVE ASSEMBLY & BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 1,800.00	$ 1,800.00
133	ARI D-025 AIR RELEASE EPOXY COATED STEEL & BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 2,400.00	$ 2,400.00
134	BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 850.00	$ 850.00
135	2" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 500.00	$ 500.00
136	3" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 600.00	$ 600.00
137	4" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 700.00	$ 700.00
138	6" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	1	$ 150.00	$ 2,200.00
139	8" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	1	$ 320.00	$ 500.00
	WET WELL & MANHOLE REPLACEMENT & REPAIR				
140	4" DIP EPOXY COATED & LINED, VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,600.00	$ 4,600.00
141	4" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 100.00	$ 100.00
142	6" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,900.00	$ 4,900.00
143	6" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 150.00	$ 150.00
144	8" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,200.00	$ 5,200.00
145	8" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 225.00	$ 225.00
146	10" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,700.00	$ 5,700.00
147	10" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 350.00	$ 350.00
148	12" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 6,300.00	$ 6,300.00
149	12" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 425.00	$ 425.00
150	4" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 500.00	$ 500.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
151	6" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 600.00	$ 600.00
152	8" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 850.00	$ 850.00
153	10" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 1,000.00	$ 1,000.00
154	12" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 1,400.00	$ 1,400.00
155	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,600.00	$ 4,600.00
156	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 100.00	$ 100.00
157	316 ST STL HORIZ SUPPORT BRACKET FOR 4" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
158	6" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,900.00	$ 4,900.00
159	6" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 150.00	$ 150.00
160	316 ST STL HORIZ SUPPORT BRACKET FOR 6" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
161	8" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,200.00	$ 5,200.00
162	8" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 225.00	$ 225.00
163	316 ST STL HORIZ SUPPORT BRACKET FOR 8" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
164	10" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,700.00	$ 5,700.00
165	10" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 350.00	$ 350.00
166	316 ST STL HORIZ SUPPORT BRACKET FOR 10" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
167	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 6,300.00	$ 6,300.00
168	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 425.00	$ 425.00
169	316 ST STL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
170	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 500.00	$ 500.00
171	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 600.00	$ 600.00
172	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 750.00	$ 750.00
173	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 950.00	$ 950.00
174	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 1,300.00	$ 1,300.00
175	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 2,800.00	$ 2,800.00
176	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 3,200.00	$ 3,200.00
177	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 3,800.00	$ 3,800.00
178	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 4,200.00	$ 4,200.00
179	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	1	$ 450.00	$ 450.00
180	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	1	$ 550.00	$ 550.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
181	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	1	$ 18.00	$ 18.00
182	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	1	$ 25.00	$ 25.00
183	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	1	$ 500.00	$ 500.00
184	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	1	$ 750.00	$ 750.00
185	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	1	$ 500.00	$ 500.00
186	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	1	$ 750.00	$ 750.00
187	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 15.00	$ 15.00
188	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 23.00	$ 23.00
189	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 30.00	$ 30.00
190	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 48.00	$ 48.00
191	4 HOOK - 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	1	$ 500.00	$ 500.00
192	6 HOOK - 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	1	$ 800.00	$ 800.00
193	4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 25.00	$ 25.00
194	6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 28.00	$ 28.00
195	8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 37.00	$ 37.00
196	10' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 47.00	$ 47.00
197	12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 56.00	$ 56.00
198	VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	1	$ 3.00	$ 3.00
199	4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 47.00	$ 47.00
200	6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 56.00	$ 56.00
201	8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 75.00	$ 75.00
202	10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 95.00	$ 95.00
203	12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 110.00	$ 110.00
204	VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	SF	1	$ 5.00	$ 5.00
205	VALVE VAULT, BITUMASTIC COATING (2 layers Carboline 300M or equal, per square foot)	SF	1	$ 8.00	$ 8.00
206	4' - 5' DIA MANHOLE, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 210.00	$ 210.00
207	6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 260.00	$ 260.00
208	8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 350.00	$ 350.00
209	10' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 440.00	$ 440.00
210	12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 530.00	$ 530.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
211	VALVE VAULT, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)	SF	1	$ 15.00	$ 15.00
212	4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 392.00	$ 392.00
213	6' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 471.00	$ 471.00
214	8' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 628.00	$ 628.00
215	10' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 785.00	$ 785.00
216	12' DIA WET WELL, SPECTRA SHIELD COATING (4 layer system, per vert foot)	VF	1	$ 942.00	$ 942.00
217	4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 392.00	$ 392.00
218	6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 471.00	$ 471.00
219	8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 628.00	$ 628.00
220	10' DIA WET WELL,IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 785.00	$ 785.00
221	12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vert foot)	VF	1	$ 942.00	$ 942.00
222	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	1	$ 30.00	$ 30.00
223	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	1	$ 50.00	$ 50.00
223	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	1	$ 50.00	$ 50.00
224	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	1	$ 10.00	$ 10.00
225	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	1	$ 30.00	$ 30.00
226	36" x 48" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 4,000.00	$ 4,000.00
227	48" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 4,500.00	$ 4,500.00
228	48" x 72"ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 5,000.00	$ 5,000.00
229	54" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 5,500.00	$ 5,500.00
230	54" x 72"ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 6,000.00	$ 6,000.00
231	60" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 6,500.00	$ 6,500.00
232	72" x 84" ALUMINIUM HATCH COVER & FRAME,H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 7,000.00	$ 7,000.00
233	4" DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	1	$ 700.00	$ 700.00
234	4" PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	1	$ 700.00	$ 700.00
235	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	1	$ 700.00	$ 700.00
236	FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP	EA	1	$ 4,500.00	$ 4,500.00
237	ADDITIONAL 4' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	1	$ 350.00	$ 350.00
238	ADDITIONAL 4' I.D. EXCAVATION 10'-14' DEPTH	LF	1	$ 450.00	$ 450.00
239	ADDITIONAL 4' I.D. EXCAVATION 14'-18' DEPTH	LF	1	$ 600.00	$ 600.00
240	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	1	$ 5,800.00	$ 5,800.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
241	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	1	$ 500.00	$ 500.00
242	ADDITIONAL 5' I.D. EXCAVATION 10'-14' DEPTH	LF	1	$ 600.00	$ 600.00
243	ADDITIONAL 5' I.D. EXCAVATION 14'-18' DEPTH	LF	1	$ 750.00	$ 750.00
244	4" - 8" RELINER INSIDE DROP CONNECTION w/ ST STL MOUNTING HARDWARE	EA	1	$ 700.00	$ 700.00
245	10" - 15" RELINER INSIDE DROP CONNECTION w/ ST STL MOUNTING HARDWARE	EA	1	$ 1,000.00	$ 1,000.00
246	32" DIA USF 240 MANHOLE RING, FRAME & LID	EA	1	$ 800.00	$ 800.00
247	36" DIA USF 420 MANHOLE RING, FRAME & LID	EA	1	$ 900.00	$ 900.00
248	50" DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	1	$ 1,800.00	$ 1,800.00
	SUPPORT EQUIPMENT & LABOR				$ -
249	JETTER, PUMPER OR VACUUM TRUCK	HR	1	$ 300.00	$ 300.00
250	SEWER VIDEO CCTV	HR	1	$ 250.00	$ 250.00
251	150 CFM COMPRESSOR & ACCESSORIES	DAY	1	$ 150.00	$ 150.00
252	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	1	$ 1,800.00	$ 1,800.00
253	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20 point header)	EA	1	$ 100.00	$ 100.00
254	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	1	$ 400.00	$ 400.00
255	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	1	$ 30.00	$ 30.00
256	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	1	$ 800.00	$ 800.00
257	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30 foot suction or 60 foot discharge)	DAY	1	$ 20.00	$ 20.00
258	DRIVEN METAL SHEET PILING (up to 10' depth)	LF	1	$ 200.00	$ 200.00
259	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	1	$ 300.00	$ 300.00
260	TRENCH SHORING BOX (min 4' x 12')	DAY	1	$ 200.00	$ 200.00
261	TRENCH SHORING BOX (min 6' x 12')	DAY	1	$ 300.00	$ 300.00
262	TRENCH SHORING BOX (min 8' x 12')	DAY	1	$ 400.00	$ 400.00
263	TWO MAN LANDSCAPE CLEARING CREW	HR	1	$ 50.00	$ 50.00
264	TWO MAN HAND EXCAVATION CREW	HR	1	$ 85.00	$ 85.00
265	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	1	$ 120.00	$ 120.00
266	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	1	$ 80.00	$ 80.00
267	DUMP TRUCK & DRIVER 15-18 CU YD	HR	1	$ 100.00	$ 100.00
268	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	1	$ 450.00	$ 450.00
269	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	1	$ 450.00	$ 450.00
270	SKID STEER LOADER & OPERATOR	HR	1	$ 85.00	$ 85.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
271	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	1	$ 110.00	$ 110.00
272	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	1	$ 130.00	$ 130.00
273	HYDRAULIC EXCAVATOR & OPERATOR (Cat Class 054-0210)	HR	1	$ 150.00	$ 150.00
	WET TAPS, SADDLES & VALVES, CONNECTIONS TO EXISTING FITTINGS, CORE BORES				$ -
274	4" ON 6" OR 8" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 3,200.00	$ 3,200.00
275	4" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 3,600.00	$ 3,600.00
276	6" ON 8" OR 10" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 3,800.00	$ 3,800.00
277	6" ON 12" OR 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 4,500.00	$ 4,500.00
278	8" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 5,800.00	$ 5,800.00
279	8" ON 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 7,500.00	$ 7,500.00
280	CONNECT TO EXISTING VALVE OR FITTING, UP TO 5' DEPTH	EA	1	$ 2,000.00	$ 2,000.00
281	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	1	$ 2,400.00	$ 2,400.00
282	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	1	$ 2,600.00	$ 2,600.00
283	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	1	$ 2,800.00	$ 2,800.00
284	4" OR 6" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	1	$ 1,000.00	$ 1,000.00
285	8" OR 10" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	1	$ 1,200.00	$ 1,200.00
	SITE WORK				$ -
286	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq ft)	EA	1	$ 750.00	$ 750.00
287	4" CONCRETE SIDEWALK OR SLAB (per sq ft in excess of 150 sq ft at a site)	SF	1	$ 5.00	$ 5.00
288	6" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq ft)	EA	1	$ 900.00	$ 900.00
289	6" CONCRETE SIDEWALK OR SLAB (per sq ft in excess of 150 sq ft at a site)	SF	1	$ 6.00	$ 6.00
290	12" STABILIZED SUBGRADE AND 10" LIMEROCK BASE REPAIR	SY	1	$ 18.00	$ 18.00
291	2" ASPHALT SURFACE COURSE REPAIR	SY	1	$ 48.00	$ 48.00
292	CONCRETE CURB	LF	1	$ 26.00	$ 26.00
293	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq ft)	EA	1	$ 650.00	$ 650.00
294	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq ft in excess of 200 sq ft)	SF	1	$ 4.00	$ 4.00
295	BAHIA SOD	SY	1	$ 4.00	$ 4.00
296	ST AUGUSTINE OR BERMUDA SOD	SY	1	$ 6.00	$ 6.00
297	PRESSURE WASHING	SF	1	$ 3.00	$ 3.00
298	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	1	$ 3,500.00	$ 3,500.00
299	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	1	$ 400.00	$ 400.00
300	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	1	$ 600.00	$ 600.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
301	ADDITIONAL MANHOLE REMOVAL,14'-18' DEPTH	VF	1	$ 800.00	$ 800.00
302	DUPLEX VALVE VAULT REMOVAL	EA	1	$ 3,200.00	$ 3,200.00
303	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4" DIA (non-hazardous)	LF	1	$ 10.00	$ 10.00
304	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & 4.5" - 6" DIA (non-hazardous)	LF	1	$ 10.00	$ 10.00
305	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 6.5"- 10" DIA (non-hazardous)	LF	1	$ 12.00	$ 12.00
306	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 10.5" - 16" DIA (non-hazardous)	LF	1	$ 15.00	$ 15.00
	ALLOWANCE:				0
307	FEE & PERMIT ALLOWANCE - PERMITS, HYDRANT METER APPLICATION, HYDRANT METER USAGE TO BE REIMBURSED AT ACTUAL COST	LS	1	$ 5,000.00	$ 5,000.00
308	MAJOR MAINT OF TRAFFIC - DESIGN, PERMITS & OPERATION BY SUB-CONTRACTOR TO BE REIMBURSED AT ACTUAL COST	LS	1	$ 7,500.00	$ 7,500.00
309	GEOTECHNICAL TESTING OR DRILLING ALLOWANCE TO VERIFY EXIST CONDITIONS SHALL BE REIMBURSED AT ACTUAL COST PLUS 5%	LS	1	$ 5,000.00	$ 5,000.00
310	SUBSURFACE UTILITY EXPLORATION ALLOWANCE. SOFT DIGS TO VERIFY EXIST CONDITIONS SHALL BE REIMBURSED AT ACTUAL COST PLUS 5%	LS	1	$ 5,000.00	$ 5,000.00
311	ALLOWANCE FOR MISC FITTINGS & PARTS. ITEMS NOT LISTED ABOVE SHALL BE SUPPLIED AT NO MORE THAN 10% OVER ACTUAL INVOICE COST. ORIGINAL INVOICES SHALL BE SUBMITTED TO CITY	LS	1	$ 15,000.00	$ 15,000.00

Bidder Company Name: Hinterland Group, Inc.

Signature of Official authorized to bind Bidder.

Print Name: Daniel Duke III

Title: President

Date: 8/5/2014

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION MAY BE CAUSE FOR REJECTION OF THE BID.**

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0515, **Version:** 1

ITEM: AUTHORIZATION TO AWARD A TASK ORDER FOR ENGINEERING DESIGN SERVICES FOR THE WASTEWATER TREATMENT FACILITY BLOWER BUILDING AND ADDITIONAL DIGESTERS

REQUEST: Authorization to approve a task order with Kimley Horn and Associates, Inc. in the amount of $149,750.00 to design a new blower building and additional digesters at the Wastewater Treatment Facility.

EXPLANATION: On January 12, 2016, Council awarded an engineering services contract (011-15/ED), to multiple vendors. Kimley Horn was selected as one of Wellington's engineering service providers for water and wastewater treatment plant work. The Wastewater Treatment Facility Renewal and Replacement Project was one of the projects specifically listed in the Request for Proposal (RFP) solicitation, so a task order for this work can be awarded to Kimley Horn and Associates, Inc. pursuant to Florida Statute 287.055.

Kimley Horn will complete the following specific tasks as required to design the improvements:

- Perform a site visit and meet with the Village to establish design requirements.
- Identify the need for any required geotechnical work and coordinate with geotechnical firms to provide the required services.
- Identify any required surveying services and coordinate surveying services with surveyor chosen by the Village.
- Coordinate with the Village's staff as required to allow Wellington to perform all structural design work associated with the project.
- Integrate structural design plans prepared by the Village into the plan set.
- Complete 60% design plans and specifications for submittal to the Village for review and comment.
- Meet with the Village to review their comments and integrate into the plans.
- Complete 90% design plans and specifications for submittal to the Village for review and comment.
- Meet with the Village to review their comments and integrate into the plans.
- Prepare an updated opinion of probable construction cost for the project.
- Prepare 100% construction documents incorporating Village comments.
- Prepare and submit the applicable Florida Department of Environmental Protection permit and serve as the Village's representative through the permitting process.
- Evaluate feasibility of incorporating the project into the existing Wastewater Treatment Plant (WWTP) project and if applicable deliver the final construction documents to the Contractor and assist the Village with negotiation of a change order to incorporate the digesters and blower building into the on-going project at the WWTP.

The design for this project is estimated to take approximately three months from the date of execution and represents approximately 6% of the construction value of the project which is preliminarily estimated at $2,500,000. This design cost is within the generally expected range for projects of this complexity and magnitude.

File #: 16-0515, **Version:** 1

Staff recommends awarding a task order for engineering design services for the Wastewater Treatment Facility Blower Building and additional digesters in the amount of $149,750.00.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: This project is funded within the Utilities Department budget for capital improvements.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to approve a task order with Kimley Horn and Associates, Inc. in the amount of $149,750.00 to design a new blower building and additional digesters at the Wastewater Treatment Facility.

Kimley»Horn

September 19, 2016

Mr. James Barnes, Assistant Village Manager
Village of Wellington
1100 Wellington Trace
Wellington, FL 33414

RE: *WWTF Digester & Blower Building*

Dear Mr. Barnes,

Enclosed are three originals of a work authorization to proceed with the design of two new digesters, a new Blower Building at the WWTF and new pole barn (for generator storage). As discussed, the structural design will be performed by the Village staff. We will coordinate accordingly as required. The intent will be to complete this project as soon as possible and negotiate a suitable change to the WWTP project, if possible. As such, there is some time urgency to commence efforts. To aid in your review we have also included a preliminary drawing list. A very preliminary estimated construction cost for this project is $2,500,000.

Thank you for this opportunity. As always, we have done our best to minimize the engineering cost so the Village derives the benefit of our long-standing background with the plant and staff. Please let me know if anything further is required or if you have any questions.

Sincerely,

William D. Reese, P.E.
Project Engineer

Enclosure

VILLAGE OF WELLINGTON

UTILITY ENGINEERING SERVICES WORK AUTHORIZATION

WWTP – Blower Building and Additional Digesters

This Work Authorization Kimley-Horn and Associates, Inc. to perform work related to the WWTP as set forth herein and is issued pursuant to the Agreement for Consulting Services, between Wellington ("Client" or "Village") and Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), dated February 9, 2016 ("Agreement"). All terms and conditions of said Agreement are hereby incorporated and made part of this Work Authorization.

BACKGROUND

The Client recently received bids and is ready to award a project that will make certain improvements to the WWTP. The Client desires to complete design efforts to add a new blower building and two aerobic digesters. The intent is that the construction of these items will be facilitated by negotiation of a change order to the other on-going project or by direct, conventional bid if a suitable price cannot be negotiated. The structural design of the blower building has already been completed by Client staff. Structural design of the new digesters (and finalization of the structural design for the Blower Building) will be completed by the Client.

SCOPE

The Consultant will complete the following specific tasks as required to design the improvements stated above.

1. Perform a site visit and meet with Owner to establish design requirements.
2. Identify the need for any required geotechnical work and coordinate with geotechnical firms to provide the required services. Geotechnical costs will be paid directly to the geotechnical firm by Client.
3. Identify any required surveying services and coordinate surveying services with surveyor chosen by Client. Surveying costs will be paid directly to surveyor by Clients.
4. Coordinate with Client's staff as required to allow Client to perform all structural design work associated with the project.
5. Integrate structural design plans prepared by Client into the plan set.
6. Complete 60% design plans and specifications for submittal to the Village for review and comment.
7. Meet with the Village to review their comments and integrate into the plans.
8. Complete 90% design plans and specifications for submittal to the Village for review and comment.
9. Meet with the Village to review their comments and integrate into the plans.

10. Prepare an updated Opinion of Probable Construction Cost for the project.
11. Prepare 100% Construction Documents incorporating Village comments. Documents will be delivered in hard copy and electronic format (PDF, CAD, and MSWord, as applicable)
12. Prepare and submit the applicable Florida Department of Environmental Protection permit documents and serve as the Village's representative through the permitting process.
13. Deliver the final documents to the Contractor and assist the Client with negotiation of a change order to incorporate the digesters and Blower Building into the on-going project at the WWTP.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Village, will be considered additional services to this Work Authorization and will be performed based on subsequent Work Authorizations approved prior to performance of the additional services.

INFORMATION AND SERVICES PROVIDED BY THE VILLAGE

Kimley-Horn assumes that all information provided by the Village can be relied upon in the performance of professional services. The following information shall be provided to Kimley-Horn and/or the following services will be performed by the Village.

- Access to the Site
- Record Drawings and Data as requested and available
- Autocadd files with X Ref's for the structural design performed by the Client.

ASSUMPTIONS AND CLARIFICATIONS

The fees stated in this Work Authorization are based on the following assumptions and clarifications:

1. The Owner will make available accurate as-built information concerning the existing facility relevant to the Consultant in preparation of his work product and as requested.
2. The Owner will pay for all applicable permitting and application fees directly to the permitting agencies.
3. Surveying and/or geotechnical services required for the design, as determined by the Consultant will be coordinated by the Consultant but associated costs for said services shall be paid directly to geotech firm and/or surveyor directly by Client.
4. The Client will provide any excavations required to confirm the vertical/horizontal location information of underground utilities needed to be located to facilitate the design.
5. Any asbestos/lead paint testing/surveys/reports that may be required pursuant to any demolition activities will be paid for directly by the Village.

6. The Consultant assumes, that FDEP will not require a separate permit for this project. The additions will be integrated into the project by virtue of a memo notifying FDEP of the additions and incorporating the changes into the record drawings.
7. The Consultant will provide construction phase services for the addition of the digesters, pole barn and Blower Building as part of the overall WWTP project after it is integrated into the project via change order. Should it become not possible to negotiate a suitable change order, the Consultant will provide construction phase services under a separate authorization if approved by the Client.

SCHEDULE

Kimley-Horn will complete the work set forth herein within 3 months after receipt of an executed Work Authorization and Purchase Order, exclusive of delays beyond the control of Kimley-Horn.

COMPENSATION AND BILLING

Kimley-Horn will perform the services set forth in the Scope of Services for the lump sum amount of $149,750. Invoices will be issued monthly based on percent complete.

Accepted by:

Village of Wellington	Kimley-Horn and Associates, Inc.
_____	_____
Anne Gerwig, Mayor	Kevin Schanen, P.E., Vice President
Date: _____	Date: 9/20/16

WWTF DIGESTER & BLOWER BUILDING

PLAN SHEET ESTIMATE

SITE PLAN	2
GENERAL CIVIL	2
CIVIL DETAILS	1
STRUCTURAL	-
DEMOLITION	2
YARD PIPING	3
YARD PIPING DETAILS	1
MECHANICAL POLE BARN	2
MECHANICAL BLOWER RELOCATE	1
MECHANICAL BLOWER BUILDING	3
DEWATERING FEED PUMPS	2
MECHANICAL DETAILS	2
DIGESTER MECHANICAL	2
DIGESTER DETAILS	1
ELEC. SINGLE LINE	1
NEW MCC SINGLE LINE	1
SCHEMATICS	2
PANEL PLC LAYOUT	1
BON & NAME PLATES TERMINAL BLOCKS	1
ANALOG I/O DWG	1
DIGITAL INPUTS	2
DIGITAL OUTPUTS	2
BLOWER & DIGESTER LIGHTING & GROUNDING	2
POWER & CONTOL PLAN BLOWER BUILDING	1
SITE PLAN – YARD LIGHTING	1
CONDUIT & CABLE	1
INSTRUMENT LOOP	2
TOTAL SHEETS	42

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0428, **Version:** 1

ITEM: AUTHORIZATION TO RENEW AN EXISTING AGREEMENT FOR LOBBYING SERVICES

REQUEST: Authorization to renew an existing agreement with Coker Consulting to provide lobbying services to the Village in the amount of $75,000.

EXPLANATION: On January 13, 2015, the Village executed an agreement with Coker Consulting to provide lobbying services to the Village. The initial term of the agreement was for one (1) year expiring on January 13, 2016, with a provision for two (2) additional one (1) year renewal options.

Staff is seeking authorization to renew the existing agreement for one additional final year effective through January 13, 2018, including an increase of $15,000 annually ($60,000 to $75,000). Coker Consulting will continue to utilize Screven Watson & Associates, LLC, as a sub-consultant under this renewal.

Staff recommends renewing the existing agreement with Coker Consulting to provide lobbying services for one additional year effective through January 13, 2018, at a cost of $75,000.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are available in the Village Manager's FY 2017 Outside Services and ACME Budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew an existing agreement with Coker Consulting to provide lobbying services to the Village in the amount of $75,000.

THE VILLAGE OF WELLINGTON

20 YEARS OF EXCELLENCE

A GREAT HOMETOWN

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

Manager
Paul Schofield

September 9, 2016

Coker Consulting
Christopher Coker
Governmental Affairs and Business Development Consultant
317 East Park Avenue
Tallahassee, Fl. 32301

RE: Contract Renewal

Dear Mr. Coker

Coker Consulting Group and Screven Watson & Associates, LLC, as a sub consultant, were awarded a contract to provide lobbying services to the Village. The contract is set to expire on January 13, 2017 and has the option for two (2) additional (1) one year renewal periods. Wellington would like to exercise the second and final renewal option for a period of one (1) year from January 14, 2017 through January 13, 2018 for an annual contract price of $75,000, pending subsequent approval by the Village Council.

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

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by September 15, 2016. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Sincerely,

Danielle Zembrzuski
Ph: 561-791-4107
E-Mail: dzembrzuski@wellingtonfl.gov

Accept Renewal: Chris Coker — Printed Name - Coker Consulting — Signature — Date: Sept 12 '16

Accept Renewal: Screven Watson — Printed Name - Screven Watson & Associates — Signature — Date: Sept 12 '16

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0432, **Version:** 1

ITEM: RESOLUTION NO. R2016-73 (WELLINGTON SENIORS CLUB AGREEMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A CONTRACT FOR SENIOR CITIZENS SERVICES BETWEEN WELLINGTON AND THE WELLINGTON SENIORS CLUB, INC.; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of the Annual Agreement between Wellington and the Wellington Seniors Club, Inc. for FY 2016/2017.

EXPLANATION: Wellington has maintained an agreement with the Wellington Seniors Club, Inc. (WSC) for the past thirteen (13) years providing senior citizen services within Wellington. During this period, WSC's membership has grown to over 600 members. In exchange for providing both meeting space and funding assistance, the WSC provides monthly meetings, newsletters, social/recreational programming and special events for Wellington seniors.

Correspondence dated February 29, 2016 (copy attached) was received from Mr. Jerry Springer, Sr., President of the WSC, requesting that Council consider their budget request for 2016/2017. This funding was approved by Council as part of the FY 2017 budget.

The Agreement provides for:

- A one year term from October 1, 2016 through September 30, 2017.
- Lump sum payment of $51,150.00 to the Wellington Seniors Club.
- Meeting space at the Wellington Community Center and/or such other facility as the Village is able to provide.
- Required quarterly financial reports to Wellington.
- Monthly programs including bridge, duplicate bridge, canasta, mahjongg, computer club and quilting.

Funds are to be used utilized for:

- Monthly membership luncheon meetings - $27,000
- "Steppin Out" Events (approximately 18) - $16,000
- Spring Fling and Annual Holiday Dinner/Dance - $4,000
- Volunteer Appreciation Luncheon - $1,150.00
- Publication and mailing of club newsletter (The Golden Banner) and website maintenance - $5,600
- Commercial General Liability Insurance (Allstate Property and Casualty, Travelers Insurance Company, CPA professional and legal fees) - $5,100

File #: 16-0432, **Version:** 1

Pursuant to the Village's Purchasing manual, this contract is exempt from competition. However, since expenditures exceed $25,000, Council approval is required.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funding in the amount of $51,150 is budgeted for FY 2016/2017 in Community Programming.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Approval of the Annual Agreement between Wellington and the Wellington Seniors Club, Inc. for FY 2016/2017.

RESOLUTION NO. R2016-73

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A CONTRACT FOR SENIOR CITIZENS SERVICES BETWEEN WELLINGTON AND THE WELLINGTON SENIORS CLUB, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wellington Seniors Club, Inc. (WSC), a not-for-profit Florida Corporation, provides recreational, cultural and civic opportunities to the senior citizens of Wellington on a non-discriminatory basis; and

WHEREAS, for many years, Wellington has had an agreement with the Wellington Seniors Club, Inc. to provide services for senior residents of Wellington; and

WHEREAS, Wellington's Council has determined that it is in the best interest of Wellington to enter into a contract with the Wellington Seniors Club, Inc. to provide recreational, cultural and civic opportunities to the senior citizens of Wellington for the period of October 1, 2016 through September 30, 2017; and

WHEREAS, such contract includes Fifty One Thousand Five Hundred Dollars ($51,500.00) allocated to the Seniors Club in fiscal year 2016-2017 budget; and

WHEREAS, such contract has been prepared and is attached hereto as Exhibit "A".

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

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

SECTION 2. Wellington's Council hereby accepts and approves the Contract for Senior Citizen Services between Wellington and the Wellington Seniors Club, Inc., a not-for-profit Florida Corporation, and herby authorizes the Mayor and Clerk to execute the Contract which is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this 13th day of October, 2015.

ATTEST: **WELLINGTON**

By: _____ By: _____

Rachel Callovi, CMC Clerk Anne Gerwig, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Laurie Cohen, Village Attorney

Wellington Seniors Club, Inc.

February 29, 2016

Mr. Bruce DeLaney
Director, Parks and Recreation
Village of Wellington
11700 Pierson Road
Wellington, FL 33414

Dear Mr. DeLaney,

On behalf of the Senior Community in the Village of Wellington, I would like to thank you for your excellent cooperation regarding our monthly meetings at the Village Park.

Your staff has extended themselves for our meeting set-ups. They have been most helpful in every aspect needed.

Also, we would like to thank the Village Council for their interest and financial support. We are looking forward to the date we can move into the new Community Center. Therefore, we have taken the cap (600) off our Membership and are accepting members on the wait list.

It is with the Village support that we are able to continue these programs. We will always continue to expand our programs and events for our Wellington Seniors for an active Senior Lifestyle. Our Board Members, Committees and Volunteers along with your financial aid makes The Wellington Seniors Club Outstanding.

This year we are requesting the amount of $51,150.00 for the fiscal year Oct. 1, 2016 to Sept. 30, 2017.
As you read on you will see that this is the same as previous requests. However, you can calculate the costs and understand how we truly need and appreciate the Village of Wellington's support.

815 Caraway Court, Wellington, FL. 33414 H 561-798-3505

Wellington Seniors Club, Inc.

As you are aware our monthly meetings are on the 3rd Wednesday of every month, with the exception of July and August. These meetings provide professional entertainment, socializing and lunch. Attendance has increased considerably. The ID card program, continues to be very effective for these luncheons and for our other scheduled events. It ensures that only paid members enjoy the benefits of the Senior Club membership. We estimate the cost for our monthly luncheons and entertainment to be $27,000.00.

The popular Steppin' Out Program continues to expand. Our programs are always filled to capacity. We are now organizing a trial run, where we have booked two buses for two special events. This is possible only because of the availability at the event's location and dining facilities.

We will continue to make preferred seating provisions for our handicapped seniors and guests.

In addition to the trips and events we also schedule our "Out to Lunch Bunch" luncheons in July and August. The estimated costs for these programs is $16,000.00

The Spring Fling Dinner/Dance will be held on April 29, 2016 and our Holiday Dinner/Dance on December 9, 2016 with professional entertainment. We project these expenses to be $4,000.00.

In appreciation of the efforts of our volunteers who contribute their time and energies for all our activities, we sponsor a Volunteer's Luncheon in June. We anticipate this cost to be $1,150.

The Golden Banner has become the main method of communication to our club members. It is a monthly newsletter to announce meeting/luncheon dates, events, entertainment, day trips, public service announcements and a bit of humor. The estimated cost of productions, printing, sorting, folding, inserting and bulk rate postal service is $5,600.00.

815 Caraway Court, Wellington, FL. 33414 H 561-798-3505

Wellington Seniors Club, Inc.

The commercial liability insurance is underwritten by the Allstate Property and Casually Co. and our Directors/Offices Liability insurance is underwritten by the Travelers Insurance Co. With insurance expenses, our CPA professional and legal fees are projected at $5,100.00

Again, I would like to thank all involved in making the transition of our monthly meetings so successful. And, until we move into our new home, the Wellington Seniors Club thanks you.

As the 2016 President of the Wellington Seniors you have my sincere gratitude ...

Sincerely,

Jerry P. Springer Sr.

Jerry Springer, Sr.
President

JS/PC

815 Caraway Court, Wellington, FL. 33414 H 561-798-3505

Exhibit A

CONTRACT FOR SENIOR CITIZENS SERVICES

THIS AGREEMENT is entered into this 13th day of October, 2016, by and between the VILLAGE OF WELLINGTON, a municipal corporation organized and existing under the laws of the State of Florida, referred to as "WELLINGTON," and the WELLINGTON SENIORS CLUB, INC., a not-for-profit Florida corporation, referred to as "WELLINGTON SENIORS CLUB."

WITNESSETH:

WHEREAS, WELLINGTON SENIORS CLUB provides recreational, cultural, and civic opportunities to the senior citizens of Wellington on a nondiscriminatory basis, and;

WHEREAS, WELLINGTON SENIORS CLUB desires to assist WELLINGTON in providing such recreational, cultural, and civic opportunities to senior citizens within its community; and

WHEREAS, WELLINGTON is desirous of permitting the WELLINGTON SENIORS CLUB to use certain parts of the Wellington Community Center (WCC), or such other facility as the Village is able to provide, on such terms and conditions as more particularly provided for below; and

WHEREAS, it is a purpose of WELLINGTON to assist such civic organizations, such as WELLINGTON SENIORS CULB, within its boundaries, and WELLINGTON desires to do so in a cost-effective manner.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Pursuant to Wellington Council budget approval, WELLINGTON agrees to pay Fifty One Thousand Five Hundred Dollars ($51,500.00) to WELLINGTON SENIORS CLUB for providing such cultural and recreational services as provided for herein. Said funds shall be payable by WELLINGTON to WELLINGTON SENIORS CLUB within fourteen days (14) after this Agreement is fully executed by both parties, subject to the approval herein. Such funds shall be for the exclusive benefit and use of WELLINGTON SENIORS CLUB for the period commencing October 1, 2016, through September 30, 2017. The funds will be used for the activities and programs provided for below.

   A. WELLINGTON SENIORS CLUB agrees to hold nine (9) monthly general membership meetings on the third Wednesday of the month. The

location of such meetings shall be at the WCC or such other location within the municipal boundaries of Wellington as may be designated by WELLINGTON from time to time. The schedule and costs for entertainment, food, and drinks shall be in accordance with the schedule and amounts agreed by the parties hereto in writing. WELLINGTON SENIORS CLUB acknowledges that it shall be required to supply food, drinks, and entertainment as a result of WELLINGTON providing the sums provided for in section 2 above. WELLINGTON SENIORS CLUB agrees that they shall provide food, drinks and entertainment at no less than six of the meetings above.

B. WELLINGTON SENIORS CLUB shall also be required to develop, produce, and mail a monthly newsletter to its general membership. The newsletter shall be for at least ten (10) months out of the year.

C. WELLINGTON SENIORS CLUB shall sponsor and provide Fourteen (14) to Sixteen (16) "Steppin Out" Programs and bus trips.

3. WELLINGTON SENIORS CLUB shall also hold the other following events: Installation/Holiday Dinner in December, a Spring Event in April and a Volunteer Recognition Luncheon in June.

4. WELLINGTON SENIORS CLUB shall also provide the following programs:

A. Bridge: Mondays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by Wellington.

B. Duplicate Bridge: Tuesdays and Thursdays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by Wellington.

C. Canasta: Mondays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by Wellington.

D. Mah Jongg: Tuesdays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by Wellington.

E. Quilters: Every Thursday, 9:00 A.M. to 12:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by Wellington.

5. WELLINGTON SENIORS CLUB agrees to furnish to WELLINGTON Finance Director and the Parks & Recreation Director or their designees,

current quarterly accounting of financial activity that meets acceptable accounting practices and guidelines for sponsored activities as provided in this Agreement, including: a) Balance Sheet; b) Statement of Revenues and Expenses setting forth the budgeted and actual revenues and expenses for the quarter and year-to-date; and c) Quarterly report on status of funded programs outlined in sections 2 and 4 of this Agreement, together with supporting documentation demonstrating expenditures of the money for such programs.

6. WELLINGTON SENIORS CLUB agrees to grant to WELLINGTON, at reasonable times, access to all records, whether kept at WELLINGTON or at the corporate office of WELLINGTON SENIORS CLUB.

7. WELLINGTON shall provide the Stage Setup at the WCC or other such location within Wellington's municipal boundaries as may be designated by Wellington for all of the meetings of the WELLINGTON SENIORS CLUB as well as for all events set forth herein, if needed.

8. WELLINGTON shall provide the WCC facilities or such other location within Wellington's municipal boundaries as may be designated by Wellington from time to time. WELLINGTON reserves the right to locate all activities of WELLINGTON SENIORS CLUB to such other location(s) as it deems necessary. The parties to this Agreement agree to work with each other to accommodate WELLINGTON SENIORS CLUB uses and WELLINGTON uses. WELLINGTON will endeavor to provide additional rooms at its facilities for WELLINGTON SENIORS CLUB programs and uses if the same are available. However, WELLINGTON SENIORS CLUB recognizes that such space shall only be available if not being used for some other event or matter and is on a "first-come, first-served basis". WELLINGTON will give WELLINGTON SENIORS CLUB two (2) free nights for rooms not leased herein in its facilities (if available, Saturdays excluded) during the term of this Agreement. Should WELLINGTON SENIORS CLUB need use of the pool area for any of its events, including, but not limited to, Caribbean Night, it will pay to WELLINGTON such costs to cover staffing.

9. WELLINGTON SENIORS CLUB agrees to indemnify, defend, and hold WELLINGTON harmless from all claims, liability, loss, damage, or defense arising out of WELLINGTON SENIORS CLUB'S use of the property and events and sponsored programs, including, without limitations, all claims or damages arising from personal injury or property damage, including all attorneys' fees and costs incurred by WELLLINGTON, including, but not limited to, claims, liability, loss, or damages arising by reason of:

   A. Injury or death of any person or persons, including employees of WELLINGTON SENIORS CLUB or employees of a contractor hired by WELLINGTON SENIORS CLUB or licensees or invitees.

B. Any work performed on said property or by reason of any materials furnished to said property at the instance or request of WELLINGTON SENIORS CLUB or its contractors, licensees or invitees.

C. WELLINGTON SENIORS CLUB failure to comply with any requirement imposed on it under this Agreement or failure to comply with any federal or state laws or local codes, rules, regulations, ordinances, or other such matters.

10. This Agreement shall be effective during the period provided above and shall automatically terminate unless specifically extended in writing by both parties.

11. The parties hereto agree that WELLINGTON SENIORS CLUB may apply for matching funds from such other governmental, civic, or charitable organization and a portion of the funds herein may be used in connection with such endeavor, so long as it does not materially affect the programs contemplated herein. Any other amounts received by WELLINGTON SENIORS CLUB shall be reflected on the financial statements required in Section 5 above.

12. The parties hereto understand that the sole financial obligation of WELLINGTON is the funding set forth in Section 2 of this Agreement and WELLINGTON SENIORS CLUB shall not seek any additional funding from WELLINGTON for the period of this Agreement.

13. WELLINGTON SENIORS CLUB agrees to provide such insurance as is deemed necessary by WELLINGTON Risk Management Department.

14. This Agreement shall be construed in accordance with the laws of the State of Florida.

15. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.

16. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

17. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

18. All notices required hereunder shall be sent via regular mail with a copy sent via facsimile. All notices shall be directed as follows:

TO WELLINGTON:

Jim Barnes
Deputy Village Manager
12300 Forest Hill Boulevard
Wellington, FL 33414
Fax Number: 561-753-2428

TO WELLINGTON SENIORS CLUB:

Mr. Jerry P. Springer, Sr., President
Wellington Seniors Club
815 Caraway Court
Wellington, FL 33414

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in the respective names by their proper officials and under their corporate seals as of the date and year first above written.

ATTEST: **WELLINGTON, FLORIDA**

By: _____ By: _____
Rachel R. Callovi, Clerk Anne Gerwig, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____ By:_____
Laurie S. Cohen, Village Attorney Wellington Seniors Club, Inc.

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0503, **Version:** 1

ITEM: RESOLUTION NO. R2016-70 (SPECIAL USE PERMIT FOR THE SMOKE INN WELLINGTON CIGAR LOUNGE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR BURN ANOTHER ONE, LLC D/B/A SMOKE INN WELLINGTON CIGAR LOUNGE OUTDOOR EVENTS UTILIZING AMPLIFIED MUSIC LOCATED AT 11924 FOREST HILL BOULEVARD, SUITE 7; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-70 for a Special Use Permit for the Smoke Inn Wellington Cigar Lounge for events utilizing outdoor amplified music to be held in the parking lot directly in front of 11924 Forest Hill Boulevard, Suite 7.

EXPLANATION: Smoke Inn Wellington Cigar Lounge, located at 11924 Forest Hill Boulevard, Suite 7 (Town Square Plaza), will be hosting twelve events featuring cigar manufacturers on November 10th, December 9th, January 20th, February 9th, March 3rd, April 7th or 8th, May 18th, June 15th, July 3rd, August 24th, September 21st and October 20th from 6:00 pm to 11:00 pm. The Smoke Inn is located within the Wellington PUD. Based on Article 5 Development Review Procedures, Chapter 5, Special Permit Uses of the Wellington Land Development Regulations adopted on February 14, 2012, Special Use Permits with outdoor amplified music require Council approval.

The event is an outdoor event, featuring different cigar manufacturers, inviting their customers to sit, smoke and relax. The event will have a caterer and a disc jockey with amplified music. The applicant anticipates approximately 50 to 65 guests. All activities will be located in the parking lot directly in front of the store front. Smoke Inn has been issued an annual special use permit since 2013 to hold similar events. No complaints have been received in past years for these events. The event layout is attached to the proposed Special Use Permit. Planning and Zoning, Palm Beach County Fire Rescue, Palm Beach County Sheriff's Office and Public Works, have reviewed the application and recommend approval.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2016-70 for a Special Use Permit for the Smoke Inn Wellington Cigar Lounge for events utilizing outdoor amplified music to be held in the parking lot directly in front of 11924 Forest Hill Boulevard, Suite 7.

RESOLUTION NO. R2016-70

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR BURN ANOTHER ONE, LLC D/B/A SMOKE INN WELLINGTON CIGAR LOUNGE OUTDOOR EVENTS UTILIZING AMPLIFIED MUSIC LOCATED AT 11924 FOREST HILL BOULEVARD, SUITE 7; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Burn Another One, LLC d/b/a Smoke Inn Wellington Cigar Lounge, located at 11924 Forest Hill Boulevard, Suite 7, will be hosting up to twelve (12) outdoor events between November 2016 to October 2017 from 6:00 pm to 11:00 pm with an additional hour before and after for set-up and breakdown. (See Special Use Permit Exhibit A); and

WHEREAS, the events will be located in the parking lot directly in front of the store front and have outdoor amplified music; and

WHEREAS, the events are anticipated to have approximately 50 to 65 guests in attendance and all activities will be onsite; and

WHEREAS, Article 5, Chapter 5. Special Use Permits, Section 5.5.2 of the Wellington Land Development Regulations requires the Council to review all Special Use Permits with amplified music; and

WHEREAS, the Special Use Permit application has been reviewed by Wellington staff, Palm Beach Sheriff's Office and Palm Beach County Fire Rescue, and recommended approval.

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

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Wellington Council hereby approves the Special Use Permit, attached as Exhibit A with conditions, allowing Burn Another One, LLC d/b/a Smoke Inn Wellington Cigar Lounge located at 11924 Forest Hill Boulevard, Suite 7 to host up to twelve (12) outdoor events with amplified music between November 2016 to October 2017 from 6:00 p.m. to 11:00 p.m.

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

(This portion of the page left intentional blank)

PASSED AND ADOPTED this 13th day of October, 2016.

ATTEST:

By: _____
Rachel Callovi, CMC, Clerk

WELLINGTON

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Laurie Cohen, Village Attorney

WELLINGTON

PLANNING & ZONING DIVISION

12300 Forest Hill Blvd., Wellington, Florida 33414, (561) 753-2430

SPECIAL USE PERMIT

Permit #:	**16-132/2016-024 SPR**	**Permit Type:**	**Community Event**
Owner:	**Burn Another One, LLC d/b/a**	**Phone #:**	**561-753-4558**
Applicant:	**Smoke Inn Wellington Cigar Lounge**		
Property Location:	**11924 Forest Hill Boulevard, Suite #7**	**Acres:**	**11.36**
PCN:	**73-41-44-10-12-001-0000**	**Zoning District:**	**PUD**
Effective Date:	**November 10, 2016**	**Expiration Date:**	**October 20, 2017**
Conditions of Approval: (Y or N)	**Yes**	**Council Approval: (Y or N)**	**Yes**

CONDITIONS OF APPROVAL:

This Special Use Permit authorizes Burn Another One, LLC d/b/a Smoke Inn Wellington Cigar Lounge to have twelve (12) scheduled outdoor events with amplified music, catered food, tables and chairs in the southeast portion of the Town Square parking lot directly in front of 11924 Forest Hill Boulevard, Suite 7. Approximately five parking spaces and a portion of the drive aisle may be temporarily blocked off each month for the events. The remainder of Town Square's parking lot areas will be open. Approximately 50 to 65 people are anticipated to attend the events per the application and plans date stamped September 15, 2015 with the following conditions:

1. This permit allows for up to twelve (12) outdoor events utilizing amplified music operating between 6:00 p.m. to 11:00 p.m. with an additional hour before and after for set-up and breakdown. Events shall only occur on Thursdays, Fridays, Saturdays or on the eve of a holiday per the dates listed below:

   - Thursday, November 10, 2016
   - Friday, December 9, 2016
   - Friday, January 20, 2017
   - Thursday, February 9, 2017
   - Friday, March 3, 2017
   - Friday, April 7 or Saturday, April 8, 2017
   - Thursday, May 18, 2017
   - Thursday, June 15, 2017
   - Monday, July 3, 2017
   - Thursday, August 24, 2017
   - Thursday, September 21, 2017
   - Friday, October 20, 2017

2. The applicant must notify the Planning and Zoning department two weeks prior to a scheduled event if any changes in date(s) or time(s) occurs.
3. All temporary structure/uses shall be located per the approved plan.
4. Open flames or pyrotechnic shall not be permitted.
5. An ADA accessible sanitary facility shall be provided on site for the duration of the event.
6. Handicap parking and access is required in accordance with the Land Development Regulations (LDR) Article 7 Section 7.2 3.F.
7. All required parking shall be provided on-site. Parking or stopping within public right-of-ways or neighboring properties shall be prohibited.

8. Maintain an open accessible route (20 ft. minimum width) drive aisle adjacent to the event for emergency vehicles at all times during the event.
9. The application shall comply with the LDR section 6.4.4.12 Amusements, Temporary or Special Event.
10. The applicant must use 36" barricades and/or orange traffic cones to block off the event location from vehicular traffic and still provide adequate access for fire and police emergency vehicles.
11. No alcohol shall be permitted beyond the confines of the event area. No alcohol shall be served to persons under 21 years of age.
12. The applicant shall restore the site to its original or better condition upon completion of the event but no later than 12:00 a.m. on the days of the event. This includes the removal of all materials, trash and debris.
13. One (1) sign no larger than 4' x 3' shall be permitted two days prior to each event at the southeast entrance of Town Square. The sign shall be immediately taken down after each event.
14. This permit does not release the applicant from the need to obtain any other required local, county, state or federal permits/license.
15. Wellington shall have the right to inspect the property as long as this permit is valid. This permit shall be posted on site at all times during the event.
16. This permit may be revoked at any time by Wellington for non-compliance with the conditions noted above or other Wellington standards.

This special permit is issued to the applicant for the above use to occur only at the location and on the dates noted above. The applicant will abide by and comply with any use restrictions noted above and all conditions as set forth in the special permit application and in the Land Development Regulations pertaining to the above named use.

Kelly Ferraiolo Date	Cory Lyn Cramer, AICP Date
Planner	Development Review Coordinator

Note: This Special Event Permit must be signed and dated by the Planning & Zoning Manager AND Project Manager prior to operating. All required permits and inspections must be completed before the use can be commenced.

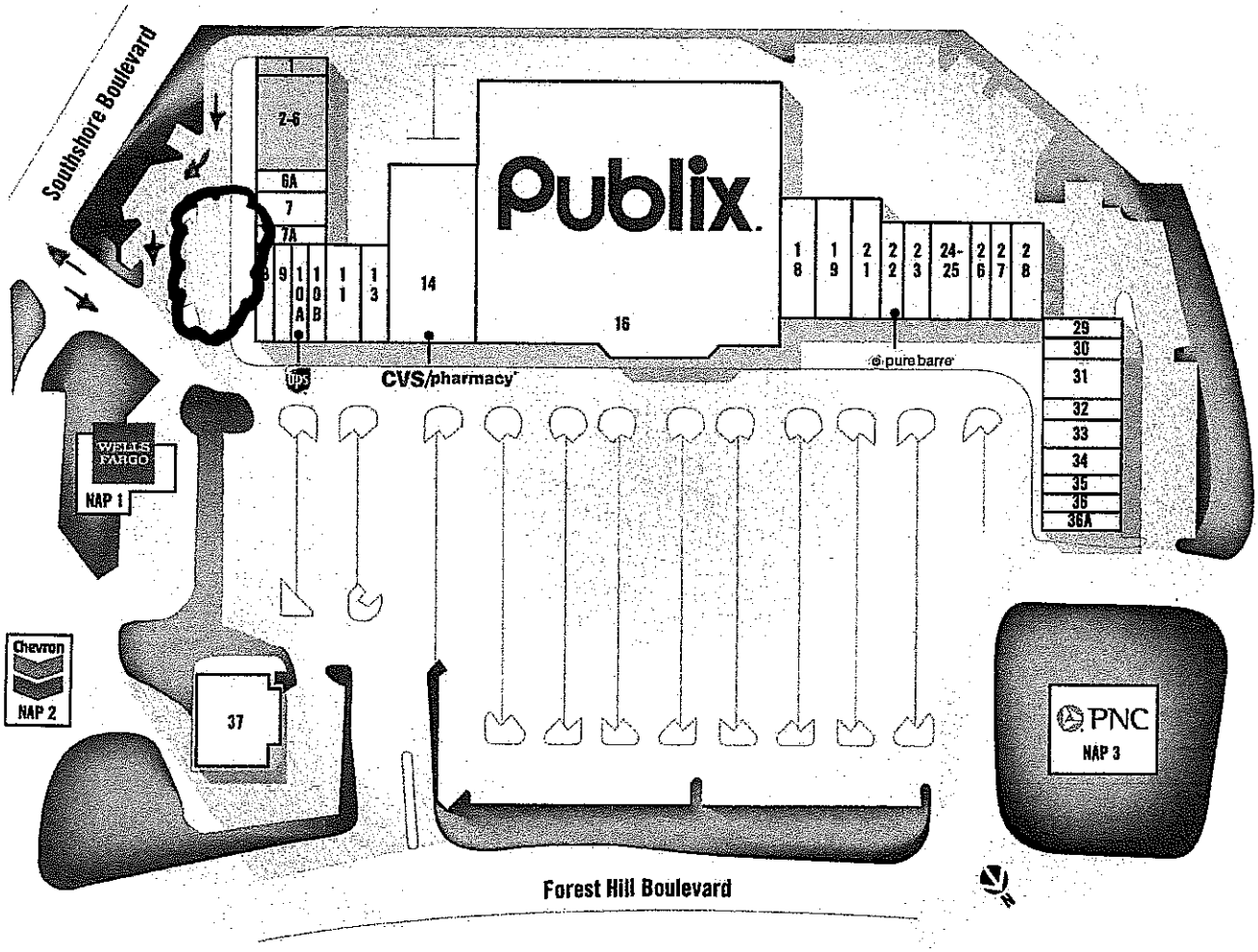
THIS SPECIAL PERMIT USE IS ISSUED TO THE APPLICANT FOR THE ABOVE USE TO OCCUR ONLY AT THE LOCATION AND ON THE DATES NOTED ABOVE. THE APPLICANT WILL ABIDE BY AND COMPLY WITH ANY USE RESTRICTIONS NOTED ABOVE AND ALL CONDITIONS AS SET FORTH IN THE SPECIAL PERMIT APPLICATION AND WITH WELLINGTON'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE ABOVE NAMED USE.

Print Applicant Name	Applicant Signature Date

ORIGINAL TO BE POSTED ON SITE

[redacted]"

EVENT LOCATION

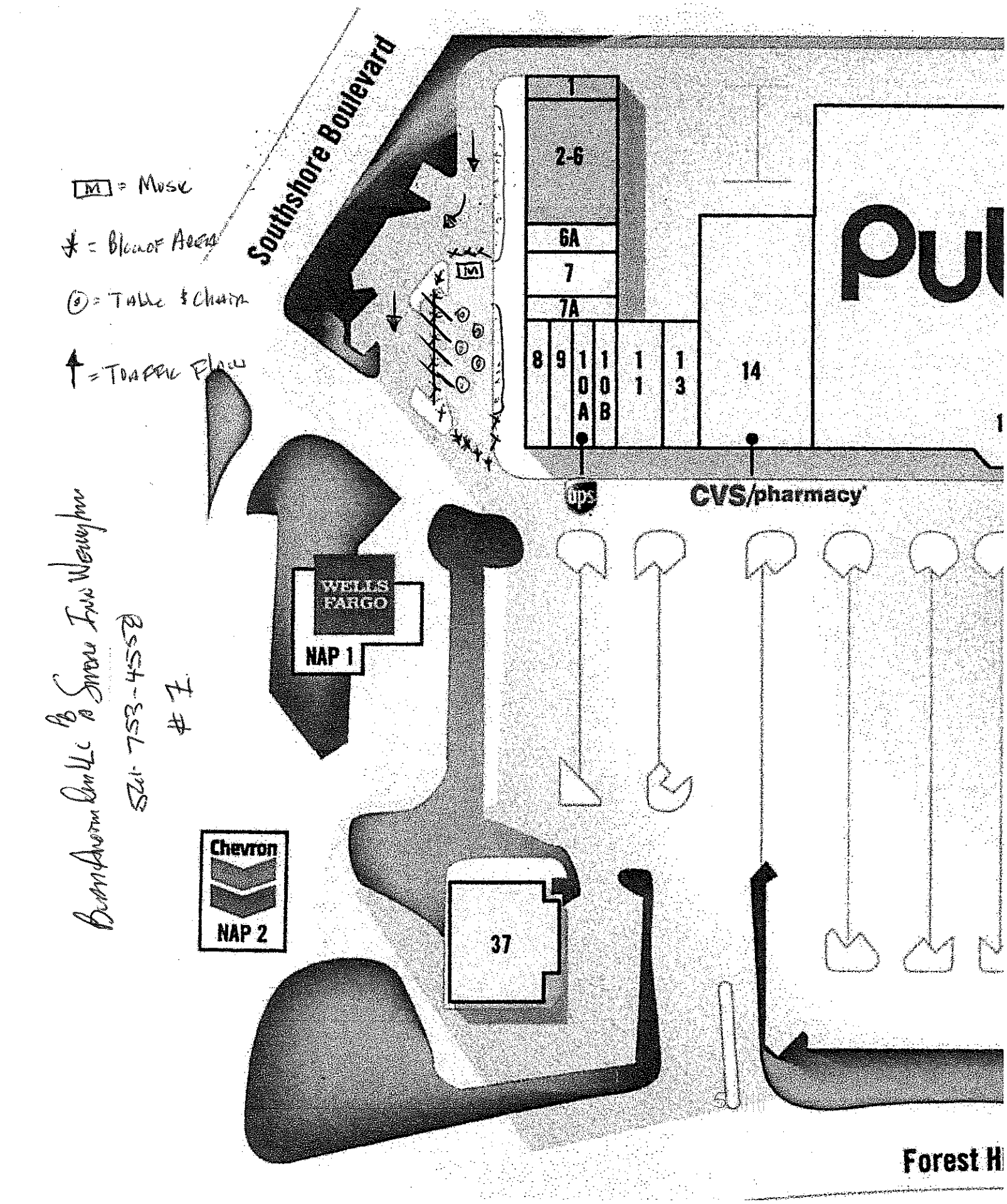


11921 Forest Hill Blvd #7

Bum Ass Th Cow LLC DBA Smoke Inn Wellington

561-753-4558

SEP 15 2016



Brandywine LLC dba Snow Inn Wayne
#7
561-758-1125

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0523, **Version:** 1

ITEM: RESOLUTION NO. R2016-72 (SPECIAL USE PERMIT FOR THE JUST WORLD INTERNATIONAL FUNDRAISING EVENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR THE JUST WORLD INTERNATIONAL FUNDRAISING EVENT UTILIZING OUTDOOR AMPLIFIED MUSIC TO BE HELD AT 3206 AND 3224 OLDE HAMPTON DRIVE ON JANUARY 13, 2017; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-72 Special Use Permit for the Just World International Fundraising Event utilizing outdoor amplified music to be held at 3206 and 3224 Olde Hampton Drive.

EXPLANATION: Belle Herbe Farm, Inc., located at 3206 and 3224 Olde Hampton Drive, will be hosting the Just World International 14th Annual Gala on Friday, January 13th, 2017 from 7:00 pm to 10:00 pm. The property is located within Sub-area D of the Equestrian Overlay Zoning District. Based on Article 5 Development Review Procedures, Chapter 5, Special Permit Uses of the Wellington Land Development Regulations adopted on February 14, 2012, Special Use Permits with outdoor amplified music require Council approval.

Belle Herbe Farm has been issued a Special Use Permit every year since 2007. The event is an outdoor dinner and dance fundraiser with live entertainment including a disc jockey with amplified music and a string quartet with no amplification. The Applicant anticipates approximately 425 guests. All activities will be onsite including the parking. No complaints from residents have been received in past years for this event. The event layout is attached to the proposed Special Use Permit. Planning and Zoning, Palm Beach County Fire Rescue, Palm Beach County Sheriff's Office and Public Works, have reviewed the application and recommend approval.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2016-72 Special Use Permit for the Just World International Fundraising Event utilizing outdoor amplified music to be held at 3206 and 3224 Olde Hampton Drive.

RESOLUTION NO. R2016-72

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR THE JUST WORLD INTERNATIONAL FUNDRAISING EVENT UTILIZING OUTDOOR AMPLIFIED MUSIC TO BE HELD AT 3206 AND 3224 OLDE HAMPTON DRIVE ON JANUARY 13, 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Belle Herbe Farm, Inc., located at 3206 and 3224 Olde Hampton Drive in Subarea D of the Equestrian Overlay Zoning District, will be hosting the Just World International 14th Annual Gala on Friday, January 13th, 2017, from 7:00 p.m. to 10:00 p.m.; and

WHEREAS, Belle Herbe Farm has received a Special Use Permit for the event every year since 2007; and

WHEREAS, the event is an outdoor dinner and dance fundraiser with live entertainment including a disc jockey with amplified music and a string quartet with no amplification; and

WHEREAS, the event is anticipated to have approximately 425 guests and all activities, including parking will be onsite; and

WHEREAS, Article 5, Chapter 5. Special Use Permits, Section 5.5.2 of the Wellington Land Development Regulations requires the Council to review all Special Use Permits with amplified music; and

WHEREAS, the Special Use Permit application has been reviewed by Wellington staff, Palm Beach Sheriff's Office and Palm Beach County Fire Rescue and is recommended for approval.

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

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Wellington Council hereby approves the Special Use Permit (Exhibit A) allowing Just World International to host a fundraising event with amplified music at 3206 and 3224 Olde Hampton Drive on January 13th, 2017.

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

(This portion of the page left intentional blank)

PASSED AND ADOPTED this 13th day of October, 2016.

ATTEST:

By: _____
Rachel Callovi, CMC, Clerk

WELLINGTON

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Laurie Cohen, Village Attorney

Exhibit A

A Great Hometown...
Let Us Show You!

12300 Forest Hill Blvd., Wellington, Florida 33414 (561) 753-2430

SPECIAL PERMIT USE

Permit #:	**16-135** **2016-026 SPR**	**Permit Type:**	**Fundraising Event/ Temp Event Tent**
Applicant Name:	**Hector Cano**	**Phone:**	**561-758-6533**
Owner Name:	**Belle Herbe Farm, Inc**	**Subdivision**	**Grand Prix Farms**
Property Location:	**3206 & 3224 Olde Hampton Drive**	**Acres**	**9.35 acres**
PCN:	**73-41-44-20-09-000-0490** **73-41-44-20-13-001-0000**	**Zoning District:**	**CRS/PRD/EOZD – Subarea D**
Effective Date(s):	**January 13, 2017**	**Date Expiration:**	**January 13, 2017**
Conditions of Approval (Y or N):	**YES**	**Council Approval (Y or N):**	**Yes**

CONDITIONS of APPROVAL:

This Special Permit authorizes one (1) 100' x 164' temporary event tent, one (1) 15' x 20' restroom trailer, one (1) 15' x 20' prep tent, one (1) 20' x 20' registration tent, (1) 10' x 50' walkway tent at 3206 and 3224 Olde Hampton Drive of the Grand Prix Farms subdivision. The Just World International 14th Annual fundraiser with amplified music will be held on January 13, 2015 from 7:00 p.m. to 10:00 p.m. Approximately 425 attendees will be at the event. The tents will be up from January 7, 2017 through January 15, 2017 per the application and plans date stamped September 20, 2016 with the following conditions:

1. No permanent structure shall be constructed pursuant to this Special Use Permit.
2. No temporary structures shall be located within public rights-of-way or public easements.
3. The event shall take place on January 13, 2017. Event staging is permitted starting January 9, 2017.
4. Petitioner shall obtain all necessary permits and inspections from the Wellington Building Division, Engineering and Palm Beach County Fire Rescue Dept. prior to occupancy of any tents on the property.
5. Parking shall be provided on-site. Parking or stopping in a public right-of-way shall be prohibited.
6. "No Smoking" signs must be provided.
7. Fire extinguishers must be provided.
8. Combustible materials, flammable decorations or open flames are not allowed.
9. Fire inspections are required before the day of the event.
10. No alcohol shall be served to anyone under the age of 21 years old.
11. Consumption of alcohol must be within designated areas (i.e. not within the parking lot area).
12. Palm Beach Sheriff's Office recommends hiring a deputy for security/safety purposes.

13. No lighting shall spill over to neighboring properties.
14. The applicant is to restore the site to its original or better condition by January 15, 2017. This includes the removal of the temporary structures and removal of all trash and debris.
15. The temporary tents shall meet all setback requirements of the underlying zoning district.
16. Comply with the Wellington Noise Ordinance Chapter 36, Article III, Sec. 36-30 to 36-39.

This special permit is issued to the applicant for the above use to occur only at the location and on the dates noted above. The applicant will abide by and comply with any use restrictions noted above and all conditions as set forth in the special permit application and in the Wellington Land Development Regulations pertaining to the above named use.

Kelly Ferraiolo Date	Cory Lyn Cramer, AICP Date
Project Manager	Development Review Coordinator

Note: This Special Event Permit must be signed and dated by the Development Review Coordinator AND Project Manager prior to operating. All required permits and inspections must be completed before the use can be commenced.

THIS SPECIAL PERMIT USE IS ISSUED TO THE APPLICANT FOR THE ABOVE USE TO OCCUR ONLY AT THE LOCATION AND ON THE DATES NOTED ABOVE. THE APPLICANT WILL ABIDE BY AND COMPLY WITH ANY USE RESTRICTIONS NOTED ABOVE AND ALL CONDITIONS AS SET FORTH IN THE SPECIAL PERMIT APPLICATION AND WITH WELLINGTON'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE ABOVE NAMED USE.

Applicant Signature Date

ORIGINAL TO BE POSTED ON SITE

SEP 20 2016
PLANNING & ZONING

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0529, **Version:** 1

ITEM: ORDINANCE NO. 2016-08 (MIXED USE COMPREHENSIVE PLAN TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A COMPREHENSIVE PLAN TEXT AMENDMENT (PETITION NUMBER 15-80 / 2015-47 CPTA) TO THE VILLAGE OF WELLINGTON COMPREHENSIVE PLAN LAND USE ELEMENT POLICY 1.3.25. MIXED USE; AMENDING THE REQUIREMENT FOR PARCELS WITH MIXED USE FUTURE LAND USE MAP DESIGNATION, REQUIRING BOTH COMMERCIAL AND OFFICE LAND USE FOR MIXED USE PROJECTS MORE THAN 30 ACRES, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MIXED USE PROJECTS MORE THAN 60 ACRES; AUTHORIZING THE MANAGER TO AMEND THE COMPREHENSIVE PLAN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2016-08, a Comprehensive Plan Text Amendment.

EXPLANATION: Comprehensive Plan Text Amendment (CPTA) amending Land Use Element Policy 1.3.25. Mixed Use (MU) of Wellington's Comprehensive Plan. The petitioner is requesting to remove the maximum 60 acre land area standard indicated in both the MU and MXPD designations and provide additional standards when both commercial and office land use is required for projects 30 acres or more. The removal of this 60 acre land area standard will allow a project with no maximum land area. A minimum land area of five (5) acres is still required. Maximum development standards for square footage and density are still required per Wellington's Comprehensive Plan and Land Development Regulations. The petitioner is also requesting to provide additional standards when both commercial and office land uses are required for projects 30 acres or more. The proposed additional standards will require a minimum 10% land area allocation for the combined commercial and office land use instead of requiring 10% for each use. Additionally to ensure that a minimum mix of both uses are provided, a minimum building square footage of 25% for commercial and 25% for office shall be required.

The PZAB recommended approval (6-0) of Ordinance No. 2016-08, a Comprehensive Plan Text Amendment to amend Land Use Element Policy 1.3.25. Mixed Use (MU) as presented.

As indicated in the proposed Ordinance and Staff Report, staff is recommending;

- Elimination of the maximum 60 acre land area limitation.
- Requiring both commercial and office land uses when the project is more than 30 acres with combined land area allocation of 10% and building square footage of 25% for commercial and 25% for office.
- Additional land uses required when a projects is more than 60 acres.

Other staff initiated minor amendments.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:** YES

FIRST READING: YES **SECOND READING:**

File #: 16-0529, **Version:** 1

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2016-08, a Comprehensive Plan Text Amendment.

ORDINANCE NO. 2016-08

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A COMPREHENSIVE PLAN TEXT AMENDMENT (PETITION NUMBER 15 – 80 / 2015 – 47 CPTA) TO THE VILLAGE OF WELLINGTON COMPREHENSIVE PLAN LAND USE ELEMENT POLICY 1.3.25. MIXED USE; AMENDING THE REQUIREMENT FOR PARCELS WITH MIXED USE FUTURE LAND USE MAP DESIGNATION, REQUIRING BOTH COMMERCIAL AND OFFICE LAND USE FOR MIXED USE PROJECTS MORE THAN 30 ACRES, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MIXED USE PROJECTS MORE THAN 60 ACRES; AUTHORIZING THE MANAGER TO AMEND THE COMPREHENSIVE PLAN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wellington, Florida Council, pursuant to the authority in Chapter 163, Florida Statutes, is authorized and empowered to consider changes to its Comprehensive Plan; and

WHEREAS, the purpose and intent of the Mixed Use (MU) Future Land Use Map designation is to provide for a mixture of uses within a single project while ensuring the availability of public facilities, deterring urban sprawl and internalization of vehicular trips; and

WHEREAS, Wellington has determined removal of the 60 acre maximum land area and requiring both commercial and office uses for project's more than 30 acres with a MU Future Land Use Map designation is in the best interest of the community; and

WHEREAS, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, after notice and public hearing on September 14, 2016, has recommended approval of the Comprehensive Plan Text Amendment with a 6 – 0 vote; and

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

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

<u>SECTION 1.</u> Land Use Element Policy 1.3.25. Mixed Use (MU) of Wellington's Comprehensive Plan is hereby amended, as presented in Exhibit 1.

SECTION 2. The Village Manager is hereby authorized and directed to transmit this proposed Comprehensive Text Plan Amendment to the Florida Department of Economic Opportunity pursuant to Chapter 163 of the Florida Statutes.

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

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

SECTION 5. The effective date of this plan amendment after adoption shall be 31 days after the Florida Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Florida Department of Economic Opportunity or the Administrative Commission enters a final order determining this adopted amendment to be in compliance or upon dismissal of challenge.

[This space intentionally left blank.]

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

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

WELLINGTON

	FOR	**AGAINST**
BY: _____ Anne Gerwig, Mayor	_____	_____
_____ John T. McGovern, Councilman	_____	_____
_____ Michael J. Napoleone, Councilman	_____	_____
_____ Michael Drahos, Councilman	_____	_____
_____ Tanya Siskind, Councilwoman	_____	_____

ATTEST:

BY: _____
Rachel Callovi, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Laurie Cohen, Village Attorney

EXHIBIT 1

COMPREHENSIVE PLAN
LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

Policy 1.3.25. Mixed Use (MU) -- The Mixed Use (MU) designation is designed for new development or redevelopment of existing sites which and is characterized by a variety of integrated land use types. The intent of the district is to provide for a mixture of uses ~~on single parcels~~ within a single project in order to develop or redevelop sites which are sensitive to the surrounding uses, obtain the desired character of the community, and ensure the availability of capacity of public facilities to serve proposed developments. This designation is also intended to foster infill development, to deter urban sprawl and to lessen the need for additional vehicular trips through the internalization of trips within a neighborhood or project, The minimum criteria established below are to be used for development of sites designated ~~Mixed Use~~ MU.

(1) Mixed use ~~development~~ projects shall include ~~a minimum of two of~~ the following land uses ~~described in this element~~ in accordance with Table 1.3.25.1. ~~The types of land uses within a mixed use development are the following~~:

a. ~~**Residential.**~~ The residential land use category shall include any combination of the following dwelling types: assisted living facility~~, community residential home,~~ /congregate living facility (Type 1 and 2), dormitory, duplex, loft or residences above ground floor, multifamily~~, nursing home or convalescent facility~~ or townhouse.

b. ~~**Commercial.**~~ The commercial land use category means those establishments providing a variety of uses, including the following: entertainment, hotel or motel or bed and breakfast inn, offices, personal services, restaurants, retail sales and rental, and similar types of activities.

c. ~~**Office.**~~ The office land use category means a building or buildings used primarily for conducting the affairs of or the administration of a business, organization, profession, service, industry or similar activity.

d. ~~**Industrial.**~~ The industrial land use category means those establishments engaged in a variety of light industrial uses, including assembly of computers or electronics and similar types of equipment, biomedical and medical research facilities, laboratories, manufacture of products not involving raw or processed food or hazardous materials, or similar types of objectionable materials, medical laboratories, and research and development activities and offices related to such uses.

e. ~~**Institutional and Public Facilities.**~~ The institutional and public facilities land use category means land utilized for a public purpose, without regard to ownership, including colleges and universities, cultural facilities such as museums and art galleries, governmental offices and facilities, places of worship, public or private schools, ~~and~~ technical or vocational schools, ~~congregate residential facilities including~~ assisted living facility~~, community residential home,~~ /congregate living facility (Type 3 and 4), day care center (General), dormitory, nursing home, or convalescent facility.

f. ~~**Parks.**~~ The parks land use category means land owned or operated by a governmental entity offering the general public an opportunity to participate in a variety of active, equestrian, passive or similar recreational activities.

EXHIBIT 1
COMPREHENSIVE PLAN
LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

g. ~~**Conservation.**~~ The conservation land use category shall mean land permanently dedicated for preservation of environmental, conservation, and natural resources, including public or private lands protecting such resources.

h. ~~**Open Space.**~~ The open space land use category shall mean land permanently dedicated as common open space within a mixed use development, including recreation and water management tracts.

(2) A mixed use ~~development~~ project shall contain ~~not less than~~ the minimum number of land uses indicated in Table 1.3.25.1.

Table 1.3.25.1
Minimum Number of Land Uses ~~in a Mixed Use Development~~

NUMBER OF ACRES	MINIMUM NUMBER OF LAND USES
5 - 10	2
More than 10 – 30	3
More than 30 – 60	4
More than 60	5

(3) A single ~~mixed~~ use shall not occupy more than 60% of site area proposed for a mixed use development, and land allocation shall comply with the minimum and maximum requirements established in Table 1.3.25.2.

Table 1.3.25.2
Minimum and Maximum ~~Number of~~ Land Use~~s~~ Allocation ~~in a Mixed Use Development~~

LAND USE	LAND USE ALLOCATION PER MIXED USE TYPE									
	TYPE I		TYPE II AND TYPE IIA		TYPE III		TYPE IV		TYPE V	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
Residential	10%	60%	10%	60%	10%	60%	0%	0%	0%	0%
Commercial	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
Industrial	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Institutional & Public Facilities	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Office	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
Parks	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Conservation	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%

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COMPREHENSIVE PLAN

LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

Open Space	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%

(4) For the purposes of providing more clearly defined types of projects which integrate a variety of uses, the following types of mixed uses ~~development~~ are established. Each application for a Comprehensive Plan Amendment shall specify the type of Mixed Use development that is requested.

a. Mixed Use Type I means a project that may utilize the complete range of uses permitted by the Mixed Use Future Land Use Map designation, including the use of 100 percent of project area for determining maximum residential density.

b. Mixed Use Type II means a project that may utilize the complete range of uses permitted by the Mixed Use Future Land Use Map designation but with a somewhat reduced maximum residential density, and the use of 100 percent of residential project area and 100 percent of area for designated for parks, open space and conservation for determining maximum residential density.

c. Mixed Use Type IIA means a project that may utilize the complete range of uses permitted by the Mixed Future Land Use Map designation but with a more reduced maximum residential density, and the use of 100 percent of residential project area and 100 percent of area for designated for parks, open space and conservation for determining maximum residential density.

d. Mixed Use Type III means a project that may utilize the complete range of uses permitted by the Mixed Use Future Land Use Map designation but with a reduced maximum residential density and the use of 100 percent of residential project area determining maximum residential density.

e. Mixed Use Type IV means a project that excludes multifamily residential use but allows other uses permitted by the Mixed Use Future Land Use Map designation, and the use of 100 percent of residential project area for determining maximum residential density for such uses as assisted living facilities, ~~community residential homes,~~ congregate living facilities, dormitories, hotel/motel establishments, and nursing and convalescent facilities.

f. Mixed Use Type V means a project that excludes residential uses but allows other uses permitted by the Mixed Use Future Land Use Map designation.

(5) The minimum land area for a mixed use development shall be 5 acres ~~and the maximum land area shall be 60 acres~~.

(6) The minimum and maximum percent of land allocation indicated in Table 1.3.25.2 shall be based upon the total site area.

(7) Within a Type III Mixed Use development least 25 percent of all residential dwellings or residential units shall be integrated into the structures associated with a commercial, industrial, or office land use parcels, including such dwellings as loft apartments associated with nonresidential uses, above ground floor units associated with nonresidential uses, or residential or transient units integrated into the ground floor of

EXHIBIT 1
COMPREHENSIVE PLAN
LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

predominantly nonresidential structures. The density of such units shall be determined as provided in Table 1.3.25.3.

(8) The following are additional standards affecting land allocations for the Mixed Use designation:

a. When required by the specific type of mixed use development, a residential land use not required for parcels less than five acres.

b. ~~Either~~ Commercial or Office land use is required as an element of all mixed use projects. ~~development, but not both.~~

c. Projects more than 30 acres:

1. Both Commercial and Office land use shall be required.
2. A minimum allocation of 10% of the overall project is required to be designated as both Commercial and Office.
3. A minimum building square footage allocation of 25% for Commercial and 25% for Office shall be required for the Commercial and Office land use.

(9) The maximum residential density within a mixed use development shall be consistent with Table 1.3.25.3.

Table 1.3.25.3
Maximum Residential Density

MIXED USE CATEGORY		MAXIMUM RESIDENTIAL DENSITY		
		5 – 10 Acres	**More than 10 – 30 Acres**	**More than 30 – ~~60~~ Acres**
Type I	MF	8 Units/Acres	10 Units/Acre	12 Units/Acre
	ALF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	~~CRH~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~
	CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dormitory	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type II	MF	6 Units/Acres	8 Units/Acre	10 Units/Acre
	ALF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	~~CRH~~	~~12 Residents/Acre~~	~~12 Residents/Acre~~	~~12 Residents/Acre~~
	CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	Dormitory	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	N/CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
Type IIA	MF	4 Residents/Acre	6 Residents/Acre	8 Residents/Acre
	ALF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	~~CRH~~	~~8 Residents/Acre~~	~~10 Residents/Acre~~	~~12 Residents/Acre~~
	CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	Dormitory	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	N/CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
Type III	MF	2 Units/Acre	2 Units/Acre	2 Units/Acre
	ALF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre

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COMPREHENSIVE PLAN

LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

MIXED USE CATEGORY		MAXIMUM RESIDENTIAL DENSITY		
		5 – 10 Acres	**More than 10 – 30 Acres**	**More than 30 – ~~60~~ Acres**
	~~CRH~~	~~3 Residents/Acre~~	~~3 Residents/Acre~~	~~3 Residents/Acre~~
	CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	Dormitory	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	N/CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
Type IV	MF	Multifamily Dwelling Units Not Permitted		
	ALF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	~~CRH~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~
	CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dormitory	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type V	Residential and Congregate Uses Not Permitted			

MF means Multifamily.
ALF means Assisted Living Facility.
~~CRH means Community Residential Home.~~
CLF means Congregate Living Facility.
N/CLF means Nursing/Convalescent Facility.

(10) The percentage of property that can be utilized for calculating residential density is indicated in Table 1.3.25.4.

Table 1.3.25.4
Land Area Used for Calculation of Residential Density

NUMBER OF ACRES OR TYPE OF USE	AREA USED FOR CALCULATION OF DENSITY PER MIXED USE TYPE				
	TYPE I	**TYPE II AND TYPE IIA**	**TYPE III**	**TYPE IV**	**TYPE V**
5 – 10 acres	100% of Parcel Size	• 100% of area for residential use • 100% of area for Parks, Open Space & Conservation Use	• 100% of area for residential use • Not less than 25% of total site area with integrated residential and nonresidential uses	None: Multifamily Housing Not Permitted	
More than 10 -30 acres	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category		
More than 30 acres	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category		
Assisted Living Facility	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted
~~Community Residential~~	~~100% of Parcel Size~~	~~Same as 5 – 10 Acre Category~~	~~Same as 5 – 10 Acre Category~~	~~100% of area for~~	~~None: Not~~

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LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

~~Home~~				~~residential use~~	~~Permitted~~
Congregate Living	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted
Dormitory	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted
Hotel/Motel	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for transient residential use	100% of area for transient residential use
Nursing or Convalescent Facility	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted

(11) The maximum building coverage shall be 35%.

(12) The maximum floor area ratio shall be 0.50, except the maximum floor area ratio for the parks and conservation land use categories shall be 0.05.

(13) The individual uses, buildings or parcels within mixed use developments shall include interconnecting pedestrian ways and plazas.

(14) The individual uses, buildings or pods within mixed use developments shall, if applicable, include site planning, design and compatibility features which minimize adverse impacts on adjacent uses, such as the following:

a. Locate parks, conservation areas or preserves adjacent to abutting residential zoning districts;

b. Locate open spaces, including water management features, adjacent to abutting residential zoning districts;

c. Limit the height of nonresidential buildings to not more than two floors when adjacent to residential zoning districts;

d. Locate all freestanding residential uses or development adjacent to all residential zoning districts;

e. Locate dumpsters, recycling and similar facilities away from adjacent residential zoning districts;

f. Require permanent structural or nonstructural screening adjacent to all residential zoning districts; and

g. Ensure site and security lighting does not spillover into adjacent residential zoning districts.

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LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

(15) Each application for a Mixed Use Future Land Use Map designation shall include and specify the maximum development threshold proposed for a particular site. For the purposes of the Mixed Use category, the term "maximum development threshold" means the total potential development that can be established within a mixed use development, including all residential and nonresidential uses. Each application shall be subject to each of the policies listed below.

a. On the Future Land Use Map each parcel with a Mixed Use designation parcel shall include reference to site specific Future Land Use Element policies applicable to that parcel.

b. In the text of the Future Land Use Element site specific policies, limitations and restrictions applicable to each mixed use parcel shall be adopted as part of an amendment to the Future Land Use Map.

c. Each application for the Mixed Use designation shall be submitted as a regular Comprehensive Plan and Future Land Use Map amendment, subject to review by the State Land Planning Agency, even if the application could be considered by Wellington as a Small Scale Comprehensive Plan amendment.

d. Each application for the Mixed Use designation shall include a conceptual master plan to specify maximum development threshold, specifying types of uses, density, intensity and impacts of development proposed for a particular site.

e. A maximum development threshold for each property with a Mixed Use designation shall be established within the site specific policies, limitations and restrictions. The maximum development threshold shall include the following measures of density or intensity:

1. Identification of each type of mixed use land use category (e.g. residential, commercial, industrial, institutional, etc.);
2. Identification of the maximum number of square feet, or other applicable type of measurement such as number of students, for each nonresidential use to be established;
3. Establishment of a maximum number of dwellings to be constructed;
4. Establishment of number of residents permitted;
5. Establishment of number of units permitted;
6. Identification of dwelling unit types to be constructed; and
7. Identification of other specific development limitations such as building height, building location, building design, natural resources protection, etc.

f. Substantive change to specific policies, limitations and restrictions applicable to each parcel with the Mixed Use Future Land Use Map designation are considered a regular Comprehensive Plan amendment, subject to review by the State Land Planning Agency. A substantial change shall be defined as:

1. An addition or reduction of land area in excess of one acre, except for governmental purposes;

EXHIBIT 1

COMPREHENSIVE PLAN

LAND USE ELEMENT POLICY 1.3.25. MIXED USE (MU)

2. An increase in the maximum development threshold;
3. Elimination of a land use category;
4. Addition of a land use category, except for governmental purposes such as a school or public park; or
5. Change in the distribution of land use categories that exceeds 5% of the maximum development threshold assigned to a category, and
6. Measurement of the percentage of change shall be based upon the approved development threshold, including the number of residents permitted, the number of dwelling units permitted, the number of gross square feet of nonresidential use, or other similar measurement.

THE VILLAGE OF WELLINGTON

STAFF REPORT
PLANNING & ZONING DIVISION

I. PETITION DESCRIPTION

Petition Numbers:	**15 – 80 (2015 – 47 CPTA)** Mixed Use (MU) Comprehensive Plan Text Amendment **15 – 80 (2015 – 46 ZTA)** Mixed Use Planned Development District (MXPD) Zoning Text Amendment
Project Name:	**Village Lake Center**
Project Manager:	Damian Newell
Applicant/Petitioner:	Village Professional Park, LLC
Agent:	Richard Carlson, Esq.
Request:	1. Comprehensive Plan Text Amendment (CPTA) amending Land Use Element Policy 1.3.25. Mixed Use (MU) of Wellington's Comprehensive Plan to delete the maximum 60 acre land area limit and provide standards when both commercial and office land use is required for projects 30 acres or more. 2. Zoning Text Amendment (ZTA) amending Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) of Wellington's Land Development Regulations to delete the maximum 60 acre land area limit and provide standards when both commercial and office land use is required for projects 30 acres or more.

II. BACKGROUND

The Village of Wellington Mixed Use (MU) Future Land Use Map designation and Mixed Use Planned Development District (MXPD) Zoning designation is intended to;

- Foster infill development,
- Encourage mixture of uses including office, commercial, institutional and residential within a single project,
- Deter urban sprawl, and
- Internalization of vehicular trips.

Currently both the MU and MXPD allows a maximum of 60 acres for a project's land area. Wellington has two approved mixed use project's that are being developed. The Isla Verde mixed use project is a total of 53.57 acres and Wellington Parc mixed use project is a total of 15.83 acres.

The petitioner is requesting to remove the maximum 60 acre land area standard indicated in both the MU and MXPD designations. The removal of this standard will allow a MU/MXPD project with no maximum land area. The petitioner requested a postponement from the March 6, 2016 Planning, Zoning and Adjustment Board (PZAB) meeting to amend the MXPD text amendment application to delete the requirement for both commercial and office land use. The MXPD Zoning designation currently requires developments 30 acres or more to provide both commercial and office land use. Wellington's Comprehensive Plan and Land Development Regulations will still require a minimum land area of five (5) acre and maximum development standards for square footage and density.

Staff notes the petitioner is proposing an overall 64.38 acre Village Lake Center mixed use project including restaurants, day-care, retail, hotel, multi-family housing and assisted living facility. The other petitions required for the overall Village Lake Center mixed use project approval will be scheduled for the public hearing process after Development Review Committee (DRC) certification.

III. ANALYSIS

The proposed text amendments are to Wellington's Comprehensive Plan Land Use Element Policy 1.3.25. Mixed Use (MU) and Land Development Regulations Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD). The following sections will provide supporting information and explain proposed changes to MU and MXPD.

Maximum Land Area – The maximum 60 acre land area currently limits the size of a mixed use project. The intent of the Mixed Use (MU) Future Land Use Map designation and Mixed Use Planned Development District (MXPD) Zoning designation is to encourage development of vacant parcels or redevelopment of the older commercial centers and surrounding residential uses, including centers located at key intersections of Forest Hill Boulevard, Wellington Trace, or Greenview Shores Boulevard. The current limitation prohibits an owner from developing a mixed use project over 60 acres in size. Typically land use and zoning regulations will have a minimum land area requirement but it is not common to find a maximum land area limitation. Removal of the maximum land area does not negatively impact the Village because a potential development is still required to comply with the maximum density (number of dwellings/residents) and intensity (number of square feet) for the overall project. Additionally, the maximum development impacts, including traffic, water capacity, sewer capacity, etc., are required to ensure adequate capacity is available for approval of a proposed mixed use project. Staff recommends approval of the request to eliminate the maximum 60 acre land area limitation.

The petitioner's proposed 64.38 acre Village Lake Center mixed use project, the future K-park site (if proposed as mixed use) and redevelopment of other sites as mixed use will potentially benefit from the removal of the maximum 60 acre land area limitation.

Land Uses – The MXPD Zoning designation indicates large mixed use projects should provide a mix of uses which includes providing both commercial and office uses when the project is 30 acres or more. The petitioner originally requested this standard be deleted as it is currently not required by MU Future Land Use Map designation. Staff notes the MXPD Zoning designation was approved by Council after the MU Future Land Use Map designation. The Zoning designation is intended to have more specific standards and limitations than the Future Land Use Map designation. Elimination of the requirement to provide both commercial and office uses for project's more than 30 acres will not provide the mixture of uses and internalization of traffic as encourage by both the MU Future Land Use Map designation and MXPD Zoning designation. The commercial, office, industrial and institutional uses provide for a variety of uses that should be included in larger mixed use projects. The MXPD Zoning designation indicates both horizontal and vertical integration of uses is required with a greater mix of uses to be provided for larger projects to achieve internalization of traffic to minimize impact on the roads. The intent of both the MU and MXPD will not be met by the reduction of this minimum requirement to provide these two essential support land uses. Isla Verde is the only large mixed use project in Wellington that does not have this requirement as it was approved prior to the adoption of the current code. Council adopted the current code to ensure all future mixed use projects will provide a greater variety of integrated use types for larger projects with both the commercial and office uses required as a minimum mix. A greater mix of uses is an integral component to the success of a mixed use project and removing the minimum requirement for any use type would compromise the ability for a project to be true mixed use. The commercial and office use mix requirement ensures essential support services are provided on-site for large mixed use projects.

In response to staff not supporting the deletion of the requirement for both commercial and office land uses the petitioner amended the request to provide additional standards when both commercial and office land uses are required for projects 30 acres or more. The proposed additional standards will require a minimum 10% land area allocation for the combined commercial and office land use instead of requiring 10% for each use. Also to ensure that a minimum mix of both uses are provided, a minimum building square footage of 25% for commercial and 25% for office is proposed. Staff recommends approval of the request to combined land area allocation of 10% and building square footage of 25% for each as this will encourage mixed use projects with a variety of uses.

With the requested elimination of the 60 acre maximum limitation as indicated above, staff recommends larger mixed use projects be required to provide additional land uses. Currently both the MU Future Land Use Map designation and MXPD zoning designation indicates a minimum of four (4) land uses are required for projects up to 60 acres. Staff recommends an additional land use be required, totaling five (5) land uses, when a proposed project is more than 60 acres as indicated below in the proposed amended table for both the MU/MXPD text amendments;

MU Table 1.3.25.1 and MXPD Table 6.8-23
Minimum Number of Land Uses in a Mixed Use Development

NUMBER OF ACRES	MINIMUM NUMBER OF LAND USES
5 - 10	2
More than 10 – 30	3
More than 30 – 60	4
More than 60	5

As indicated above staff does not recommend approval of the petitioner's original request to delete the requirement to provide both commercial and office uses when the project is more than 30 acres. Staff does support the proposed minimum requirements when both commercial and office are to be incorporated. Staff recommended additional land uses be required when a projects is more than 60 acres.

Other amendments – The remainder of the proposed changes to the MU and MXPD are staff initiated house cleaning amendments, summarized as follows:

1. Indicating a MU/MXPD is allowed for a single project instead of single parcel.
2. Delete/added uses: The community residential home (CRH) use which is not applicable to Wellington is deleted. The daycare center use not captured under existing uses is added under the Institutional and Public Facilities Use.
3. Provide clarification that mixed use projects more than 30 acres require both Commercial and Office land use. The intent is for larger mixed use projects to provide a mix of uses internally which will provide essential support for the overall project and will internalize traffic patterns which is essential for large mixed use projects.
4. Other changes to tables, numbering of sections/tables and certain text to clarify sections but not change the substance of the regulations.

It is important to note the above minor staff initiated amendments are part of the ongoing code updates being done incrementally by Article and Chapter. The more significant changes to the MU/MXPD requirements will be done with future staff initiated amendments. The pending text amendments will include proposed changes to the permitted use table, zoning district updates and simplification of the site development standards. The proposed changes will simplify and organize the code, as well as, adjust minor code provisions.

IV. PLANNING, ZONING AND ADJUSTMENT BOARD

The petitioner requested a postponement from the July 13, 2016 to the September 14, 2016 Planning, Zoning and Adjustment Board (PZAB) meeting to propose additional standards for both commercial and office land use requirements for projects more than 30 acres. The proposed additional standards require a combined land area allocation of 10% and building square footage of 25% for commercial and 25% for office.

At the September 14, 2016 PZAB meeting, the Board recommended approval (6 – 0) of Ordinance No. 2016 – 08, a Comprehensive Plan Text Amendment to amend Land Use Element Policy 1.3.25. Mixed Use (MU) and Ordinance No. 2016 – 09, a Zoning Text

Amendment to amend Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) as presented by staff.

V. COUNCIL

The first reading of the Comprehensive Plan Text Amendment (Ordinance No. 2016 – 08) and Zoning Text Amendment (Ordinance No. 2016 – 09) is scheduled to be heard at the October 13, 2016 Council meeting.

IV. PUBLIC NOTIFICATION/COMMENTS

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

Planning, Zoning and Adjustment Board Meeting
Newspaper: June 28, 2016
Meeting Date: July 13, 2016

Council Meeting
Newspaper: September 28, 2016
Meeting Date: October 13, 2016

Staff did not receive any inquiries regarding the newspaper advertisement for this petition as of October 4, 2016 when the staff report was published.

V. STAFF RECOMMENDATION

1. Approval of Ordinance No. 2016 – 08, a Comprehensive Plan Text Amendment (Petition Number 15 – 80 / 2015 – 47 CPTA) to amend Policy 1.3.25. Mixed Use (MU) of the Land Use Element of Wellington's Comprehensive Plan, and

2. Approval of Ordinance No. 2016 – 09, a Zoning Text Amendment (Petition Number 15 – 80 / 2015 – 46 ZTA) to amend Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) of Wellington's Land Development Regulations as follows:

    - Elimination of the maximum 60 acre land area limitation.
    - Requiring both commercial and office land uses when the project is more than 30 acres with combined land area allocation of 10% and building square footage of 25% for commercial and 25% for office.
    - Additional land uses required when a project is more than 60 acres.
    - Other staff initiated minor amendments.

RECEIVED
By Planning and Zoning at 4:45 pm, Aug 13, 2015

STAFF USE ONLY
Intake Date:_____
By:_____
Petition #_____

Planning & Zoning

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 *PZApplications@wellingtonfl.gov*

PART 1: PLANNING AND ZONING GENERAL APPLICATION

(Completed Part 1 and 2 of the Application is required)

INSTRUCTIONS:

1. Date of required pre-application meeting: August 6, 2015
2. Please complete all questions on the application. If not applicable, indicate with N/A.
3. Provide required attachments as shown on the checklist (Part 2)
4. Check the appropriate type of request (Must complete Part 2 of the application specific to your request):

- ☐ **Administrative Appeal**
- ☐ **Administrative Variance**
- ☐ **Annexation**
- ☐ **Architectural Review Board**
- ☐ **Comprehensive Plan Amendment**
- ☐ **Conditional Use/Compatibility Determination**
- ☐ **Development Order/ Amendment/Other**
- ☐ **Easement/Right-Of-Way Vacation Abandonment**
- ☐ **Master Plan/Amendment**
- ☐ **Minor Site Plan Amendment**
- ☐ **Rezoning**
- ☐ **Site Plan/Amendment/ Subdivision**
- ☐ **Special Permit Use**
- ☐ **Unity of Title/Unity of Control/Release**
- ☐ **Variance**
- ☐ **Zoning Text Amendment**
- ☑ **Comprehensive Plan Text Amendment**

Multiple requests may be selected. A completed Part 2 Application for each request shall be submitted with a completed Part 1: Planning and Zoning General Application.

Application Fee: $ 1,500 **(Total fee for all requests)**

(Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)

I. PROPERTY OWNER AND AGENT INFORMATION

Property Owner(s) of Record: Village Professional Park LLC

Address: 10321 W Atlantic Avenue City: Delray Beach ST: FL Zip: 33446

Phone:_____ Cell:_____

Email Address: _____

Applicant (if other than owner):_____

Address:_____ City:_____ ST:_____ Zip: _____

Phone:_____ Cell:_____

Email Address: _____

Agent & Company Name: Jennifer Vail - Wantman Group, Inc.

Address: 400 Columbia Drive, Suite 110 City: West Palm Beach ST: FL Zip: 33409

Phone: 561-478-8501 Cell: 561-478-5012

Email Address: Jennifer.Vail@wantmangroup.com

Consultants: If applicable to the request, please attach a separate list of all consultants that will provide information on this request. Include the name, address, telephone number, and fax number as well as the type of professional service provided.

Authorization or Power of Attorney must be attached if applicant is other than owner.

II. REQUEST

A. Describe type of request:
Text Amendment to the Land Use Element of the VOW Comprehensive Plan to remove the max 60 acre land area limitation for the Mixed Use Future Land Use (FLU) designation - see Justification Statement for detail.

III. PROPERTY LOCATION

A. Is the subject property located within one mile of another municipality? [ ] yes [✓] no
If 'yes' please specify: The proposed text amendment applies Village-wide.

B. Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.
PCN: The proposed text amendment applies Village-wide.

C. Total Acreage of Subject Property N/A - The proposed text amendment applies Village-wide.

D. Project Name: Comprehensive Plan Text Amendment

E. Project Address: N/A - The proposed text amendment applies Village-wide.

F. General Location Description (proximity to closest major intersection in miles or fractions thereof):
The proposed text amendment applies Village-wide.

IV. LAND USE AND ZONING INFORMATION

A. Zoning Designation: N/A Future Land Use Designation: All Mixed Use FLU

B. Existing Use(s) on Property: N/A

C. Proposed Use(s): Applies to all Mixed Use FLU in the Village

D. Do you have a Zoning Confirmation for this project? If so, please attach N/A

V. COMPLIANCE
(Attach additional sheets if necessary)

A. Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?
[ ] yes [ ] no. If no, please explain: N/A

B. Code Enforcement Case Number(s) N/A

C. Report on the status of all previous conditions of approval: N/A

VI. PROJECT HISTORY N/A - APPLIES VILLAGE-WIDE

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number

VII. ADJACENT PROPERTIES N/A - APPLIES VILLAGE-WIDE

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE				
NORTH				
SOUTH				
EAST				
WEST				

VIII. OWNER/APPLICANT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

I/We, the aforementioned owner(s), do hereby give consent to (Agent/Representatives Name) Richard 'Chip' Carlson Jr., P.A. & Jennifer Vail, WGI to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the request(s) and property I/we own described in the attached application. Furthermore, as owner(s) of the subject property, I/we hereby give consent to the party designated above to agree to all terms or conditions that may arise as part of the approval of this application for the proposed use.

Signature(s) of Owner(s): _____

Print Name(s): Roger Fina - Village Professional Park, LLC

NOTARY

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of Aug, 2015 by Roger C. Fina. He/She is personally known to me or has produced FL-DL as identification and did/did not take an oath.

Debra L Yanes
(Signature of Notary)

Debra L. Yanes
(Name – Must be typed, printed, or stamped)

My Commission Expires: _____

(NOTARY'S SEAL OR STAMP)

DEBRA L. YANES
Notary Public - State of Florida
My Comm. Expires Sep 25, 2018
Commission # FF 163639

IX. AGENT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Signature(s) of Agent(s): Jennifer Vail

Print Name(s): Jennifer Vail - Wantman Group, Inc.

NOTARY

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of August, 2015 by Jennifer Vail. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

Cindy Little
(Signature of Notary)

My Commission Expires: 3-31-18

Cindy Little
(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)

CINDY LITTLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108252
Expires 3/31/2018

THE VILLAGE OF WELLINGTON

Planning & Zoning

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 pzapplications@wellingtonfl.gov

STAFF USE ONLY
Intake Date:_____
By:_____
Petition #_____

PART 2: COMPREHENSIVE PLAN TEXT AMENDMENT

I. SUBMITTAL CHECKLIST

PLEASE CHECK YES	NO	NA	
☑	☐	☐	a. Provide five (5) copies of the following items: 1. Completed application (Part 1 and Part 2)
☑	☐	☐	2. Completed Justification Statement attached to application.
☑	☐	☐	3. Exact proposed language of Zoning Text Amendment. Include the type of amendment (supplement, modification, repeal) and the sections of the Land Development Regulations that will be affected
☑	☐	☐	b. Application fee.
☑	☐	☐	c. Electronic files (PDF, JPEG, Word) of all items on the checklist, including the application, saved with proper corresponding title.

II. JUSTIFICATION STATEMENT
(Attach five (copies) to Application)

The applicant shall provide a written Justification Statement to explain how the request conforms to the following:

A. Reason and need for the requested text change. (Why is the proposed zoning text amendment necessary?)

B. Reason for the present text being invalid or inappropriate. (State specific evidence or example of the claim.)

C. Explain how the proposed amendment complies with the objectives and purposes of Wellington's Comprehensive Plan. (With appropriate consideration as to whether the proposed change will further the purposes of these objectives or other Wellington Codes, regulations and actions designed to implement the Comprehensive Plan)

WGI™

JUSTIFICATION STATEMENT
Village Professional Park, LLC
Comprehensive Plan – Text Amendment
Village of Wellington, Florida
Initial Submittal: August 13, 2015

REQUEST

Village Professional Park, LLC, a Florida limited liability company, is requesting a Text Amendment to the Land Use Element of the Village of Wellington Comprehensive Plan to remove the maximum 60 acre land area limitation for the Mixed Use Future Land Use (FLU) designation.

The proposed text amendments are explained below:

Policy 1.3.25 (5) – Mixed Use

Policy 1.3.25 (5) of the Land Use Element currently reads as follows:

> *"(5) The minimum land area for a mixed use development shall be 5 acres and the maximum land area shall be 60 acres."*

It is proposed to delete the maximum land area limitation of 60 acres. The proposed amended language for Policy 1.3.25 (5) is as follows:

> *"(5) The minimum land area for a mixed use development shall be 5 acres."*

Table 1.3.25.3 – Maximum Residential Density

Table 1.2.25.3 contains maximum residential densities for mixed use development based on land area. An extract from the table with the current land area allocations is provided below (the entire table has not been included in order to be more succinct with respect to the proposed change).

Mixed Use Category	Maximum Residential Density		
	5 – 10 acres	10 – 30 acres	30 - 60 acres

It is proposed to delete the maximum 60 acre land area limitation in Table 1.3.25.3 as follows (amended text underlined):

Mixed Use Category	Maximum Residential Density		
	5 – 10 acres	10 – 30 acres	<u>More than 30 acres</u>

JUSTIFICATION

The Village of Wellington does not identify specific criteria for a Comprehensive Plan Amendment text change. As confirmed with Village Planning Staff, the same criteria as for a Zoning Text Amendment are to be used. The following are the Applicant's responses to these standards:

A. Reason and need for the requested text change. (Why is the proposed zoning text amendment necessary?)

The proposed text amendment is necessary in order to enable mixed use development on parcels greater than 60 acres in area within the Village of Wellington. Retaining the maximum 60 acre limitation will prohibit some properties within the Village from being able to develop as a Mixed Use, where this can be demonstrated that this is the most suitable use of the land.

For example, the proposed Annexation and Mixed Use FLU designation requested for the Village Professional Park / B & T Farms/ R & J Farms property exceeds 60 acres in land area and could not pursue a Mixed Use FLU designation under the Comprehensive Plan even though this is a suitable use for the land.

B. Reason for the present text being invalid or inappropriate. (State specific evidence or example of the claim.)

At the time the Comprehensive Plan was adopted there was not known to be any property in the Village which exceeded the maximum 60 acre threshold and desired a Mixed Use FLU designation. Any sites which had mixed use options and exceeded 60 acres were developed under the MUPD use, which prevented the inclusion of residential uses.

The proposed annexation of the approx. 10 acre parcel owned by Village Professional Park has identified the limitation of the current Comprehensive Plan and prevents reasonable development of land with an appropriate use. Strict interpretation of the current FLU requirements could result in piecemeal development, with smaller parcels being excluded from development in order to comply with the maximum 60 acre requirement. The resultant outcome will lead to fragmented development and built form with inadequate integration of land uses.

C. Explain how the proposed amendment complies with the objectives and purposes of Wellington's Comprehensive Plan. (With appropriate consideration as to whether the proposed change will further the purposes of these objectives or other Wellington Codes, regulations and actions designed to implement the Comprehensive Plan)

The proposed text amendment complies with the objectives and purposes of the Comprehensive Plan in that removal of the 60 acre limitation will provide better development outcomes and allow for the creation of land use patterns which provide for integration of uses and well-planned developments. The proposed amendment will discourage piecemeal development of land, promote infill development on parcels of land greater than 60 acres in area and encourage uses which respect the desired character of the area.

CONCLUSION AND REQUEST

The proposal meets all statutory requirements for a Text Amendment and the Owner respectfully requests approval of the request.

Richard W. Carlson, Jr., Esq.
2377 Crawford Court
Lantana, FL 33462-2511
Phone 561-433-0172
Cell Phone 561-632-5832
Email richard.chip.carlson@usa.net

RECEIVED
APR 28 2016
VILLAGE OF WELLINGTON
PLANNING AND ZONING DIVISION

JUSTIFICATION STATEMENT
Village Professional Park, LLC
Zoning Text Amendment
Village of Wellington, Florida
Initial Submittal: August 13, 201
Revised April 27, 2016

Village Professional Park, LLC, the Applicant, is requesting two Zoning Text amendments to the Village of Wellington Land Development Regulations ("LDR's"). One is to remove the maximum 60-acre size limitation for an MXPD, thereby allowing MXPD's to be larger than 60 acres. The second is to eliminate the requirement that both Commercial and Office Uses be included in MXPD's which are larger than 30 acres.

The two changes will bring more flexibility to the decision-makers in evaluating whether a MXPD should be approved, and what form and uses should be established in that particular MXPD. Presently the rules flatly limit the discretion of the policy-makers. These limitations not only can be detrimental to a particular MXPD, but can be detrimental to the area in which and MXPD is proposed and the Village as a whole.

There is absolutely no sound planning principle underlying these two limitations on decision-makers. Removal of the 60-acre cap and the requirement for both Commercial and Office uses does not result in any loss of guiding principles for mixed-use developments. There are adequate guidelines throughout the mixed-use policies of the Comp Plan MXD and the MXPD land development regulations without these artificial limitations.

And as to the requirement for both Commercial and Offices uses in an MXPD larger than 30 acres, that restriction is found only in the Land Development Regulations. It is not in the Comp Plan.

<u>Changes Necessary to Eliminate Sixty-Acre Cap</u>.

Elimination of the sixty-acre cap involves amending the text of Section 6.8.7.H.2, as well as amending two tables – Table 6.8.8-23 and Table 6.8.8-25 - to conform with the text amendment, all of which are set forth below.

Section 6.8.7.H.2 provides:

> *"2. Minimum and Maximum Land Area. The minimum land area for a MXPD shall be five (5) acres and the maximum land area shall be sixty (60) acres."*

The request is to delete the sixty-acre cap, as follows, with the deleted language shown in ~~strike through~~:

"2. Minimum Land Area. The minimum land area for a MXPD shall be five (5) acres ~~and the maximum land area shall be sixty (60) acres~~."

Table 6.8.8-23 provides:

Table 6.8.8-23 – Minimum Number of Land Uses in a Mixed Use Development

Number of Acres	Minimum Number of Land Uses
5—10	2
More than 10—30	3
More than 30—60	4

The proposed amendment would provide, as follows (amended text shown in ~~strike through~~):

Table 6.8.8-23 – Minimum Number of Land Uses in a Mixed Use Development

Number of Acres	Minimum Number of Land Uses
5—10	2
More than 10—30	3
More than 30~~—60~~	4

Table 6.8.8-25 contains maximum residential densities for mixed use development based on land area. An extract from the table with the current land area allocations is provided below (the entire table has not been included in order to be more succinct with respect to the proposed change).

Table 6.8.8-25
Maximum Residential Density

Mixed Category/ Residential Type	Use	Minimum Residential Density		
		5-10 Acres	More than 10 Acres to 30 Acres	More than 30 to 60 Acres

The proposed amendment would delete the maximum 60-acre land area limitation in Table 6.8.8-25 as follows (amended text shown in ~~strike through~~):

Table 6.8.8-25
Maximum Residential Density

Mixed Category/ Residential Type	Use	Minimum Residential Density		
		5-10 Acres	More than 10 Acres to 30 Acres	More than 30 ~~to 60~~ Acres

<u>Changes Necessary to Eliminate Requirement for Both Commercial and Office Uses</u>.

As noted above, the requirement for both Commercial and Office land uses is found only in the Land Development Regulations. The Comprehensive Plan – which is the policy-document of the Village – does not require both uses.

Presently, Section 6.8.7.J provides:

6.8.7.J. **Additional Standards.** The following are additional standards affecting land allocations for a MXPD.

1. Commercial or Office Land Use. Either Commercial or Office land use is required as an element of mixed use development, but not both, *except when a development consists of at least thirty (30) acres. For a development consisting of at least thirty (30) acres, both Commercial and Office land uses shall be required.*

The italicized language is the language added by the LDR's, and not found in the Comp Plan.

The proposal is to eliminate the italicized language, as follows, with the deleted language shown as ~~strike-through~~:

6.8.7.J. **Additional Standards.** The following are additional standards affecting land allocations for a MXPD.

1. Commercial or Office Land Use. Either Commercial or Office land use is required as an element of mixed use development, but not both~~, except when a development consists of at least thirty (30) acres. For a development consisting of at least thirty (30) acres, both Commercial and Office land uses shall be required~~.

This change will bring the Land Development Regulations into conformity with exactly what is provided for in the MXD Policy of the Comprehensive Plan.

JUSTIFICATION

Both the amendments proposed – elimination of the 60-acre cap and the requirement for both Commercial and Office uses – allow the Village Council to evaluate the full range of merits of a particular MXPD proposal.

As to the 60-acre cap it is nonsensical to limit the size artificially. In fact, the larger a mixed use development the better it can be planned to accommodate various desired uses. Larger projects allow for a better interrelationship, and synergy, between uses.

Similarly, as to the requirement for both Commercial and Office uses, that rigid approach mandates uses which may not be the most appropriate, desirable, or beneficial to an area. For example, for an area which has a significant amount of office uses, an unbending mandate that additional office uses be provided is not in the public interest. This is particularly true where the proposed mixed-use project is part of an area where interconnectivity is, or will be, provided between the project and adjacent or nearby uses. Instead of mandating more office, for example, the decision should be to tailor the mixed-use project to the unique character of the area, thereby creating a project that, along with the adjacent or nearby uses, creates the synergy which is the cornerstone of mixed-use policies.

The last thing the Village should promote in mixed-use developments is an overabundance of a particular use in an area.

Mandating particular uses that are not desirable is not only sometimes bad planning, it may have the effect of leaving areas unbuilt. If there is no market-demand for a particular use in an area, no matter how much visionary planning is brought to bear, uses which the market does not warrant won't get built, and perhaps not even pursued.

Wellington Zoning Text Amendment Criteria. The Village of Wellington specifies criteria for assessment of a Zoning Text Amendment. There are three criteria, each of which is set below in bold font, followed with the response to each criterion.

Reason and need for the requested text change. (Why is the proposed zoning text amendment necessary?)
As outlined above, the amendments are needed to provide the decision-makers – the Village Council – with the ability to make decisions not based on, or limited by, unbending rules, but on the particular merits of a proposed MXPD. Absent the flexibility provided by the amendments, a particular area which lends itself to being planned and approved as a MXPD would be proscribed, and uses which are not in the best interest of the Village, might be mandatory.

In the case of the proposed Village Lake Center (fka Village Professional Park) the Village would be precluded from including in the MXPD the recently-annexed property which is adjacent to, and planned and designed to be part of, the MXPD. This is utterly nonsensical. Moreover, office uses are the predominate use in the immediate area of Village Lake Center. By requiring office uses, the Village might end up with partial development. Also, as to the Village Lake Center, it is being planned with interconnectivity both to the existing office uses to the south and future uses to the north. And that interconnectivity will continue through the vacant property immediately to the north and into the Wellington Reserve Office Park, which has a mix of uses, including office uses. Providing for the flexibility to allow the Village Council to approve uses other than office uses provides the opportunity to include uses which may be more beneficial to the entire interconnected area than more office uses. Note that removing the requirement for both Commercial and Office is not a mandate. It does not preclude the ability to provide for both these uses.

B. Reason for the present text being invalid or inappropriate. (State specific evidence or example of the claim.)
The current provisions are part of an extraordinarily detailed set of provisions which limit flexibility. While detail assists the decision-makers in understanding the goals of mixed-use developments,

establishing unbending requirements that don't allow consideration of what might be clearly better planning is nonsensical. It is likely that at the time the MXPD provisions were introduced, there was not known to be any property under single ownership (other than K-Park) in the Village which exceeded the maximum 60-acre threshold. And as to mandating both Commercial and Office uses, the unbending rule does not allow for appropriate consideration of an area outside of the boundaries of a proposed MXPD.

Not adopting these proposed amendments could result in piecemeal development, with smaller parcels being excluded from development in order to comply with the maximum 60-acre requirement, and uses which are not appropriate being mandated by unbending rules.

C. Explain how the proposed amendment complies with the objectives and purposes of Wellington's Comprehensive Plan. (With appropriate consideration as to whether the proposed change will further the purposes of these objectives or other Wellington Codes, regulations and actions designed to implement the Comprehensive Plan)

The proposed text amendments comply with the goals, objectives, policies, and purposes of the Comprehensive Plan in that removal of the 60-acre limitation will provide better development outcomes and allow for the creation of land use patterns which provide for integration of uses and well-planned developments. The amendment will discourage piecemeal development of land, promote infill development on parcels of land greater than 60 acres in area, and encourage uses which respect the desired character of the area.

Moreover, as to the removal of the requirement for both Commercial and Office uses, the amendment will bring the LDR's into conformance with the exact policy in the MXD land use text.

Conclusion. Both proposed amendments create flexibility for the Village and more effectively promote the principles of mixed-use developments, and should be adopted.

Respectively submitted,

Richard W. Carlson

Richard W. Carlson, Jr., Esq.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
www.sunbiz.org

Detail by Entity Name

Florida Limited Liability Company

VILLAGE PROFESSIONAL PARK, LLC

Filing Information

Document Number	L05000025857
FEI/EIN Number	20-4035807
Date Filed	03/15/2005
Effective Date	03/14/2005
State	FL
Status	ACTIVE

Principal Address

10321 W ATLANTIC AVE
DELRAY BEACH, FL 33446

Changed: 03/13/2006

Mailing Address

10321 W ATLANTIC AVE
DELRAY BEACH, FL 33446

Changed: 03/13/2006

Registered Agent Name & Address

FINA, ROGER
10321 W ATLANTIC AVE
DELRAY BEACH, FL 33446

Name Changed: 04/28/2008

Address Changed: 04/28/2008

Authorized Person(s) Detail

Name & Address

Title MGRM

FINA, ROGER
10321 W. ATLANTIC AVE.
DELRAY BEACH, FL 33446

Annual Reports

Report Year	Filed Date
2013	04/30/2013
2014	04/10/2014
2015	03/05/2015

Document Images

03/05/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2011 -- ANNUAL REPORT	View image in PDF format
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04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
03/29/2007 -- ANNUAL REPORT	View image in PDF format
03/13/2006 -- ANNUAL REPORT	View image in PDF format
03/15/2005 -- Florida Limited Liabilites	View image in PDF format

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State of Florida, Department of State

WC#89

SOUTHEAST GUARANTY & TITLE, INC.
824 U.S. Highway 1, Suite 345
North Palm Beach, Florida 33408
2015 02008

PREPARED BY AND RETURN TO:
Margaret Jackson, Contract Analyst
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-018-0110
Closing Date: 3/20/2015
Purchase Price: $1,150,000.00

CFN 20150128624
OR BK 27457 PG 0001
RECORDED 04/10/2015 09:36:38
Palm Beach County, Florida
AMT 1,150,000.00
Doc Stamp 8,050.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0001 - 2; (2pgs)

COUNTY DEED

This COUNTY DEED, made Feb 3, 2015, by **PALM BEACH COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33415-5605, "County", and Village Professional Park, LLC, a Florida limited liability company, whose legal mailing address is 10321 West Atlantic Avenue, Delray Beach, Florida 33446, "Grantee".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (¾) interest in, and title in and to an undivided three-fourths (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (½) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, a political subdivision of the State of Florida

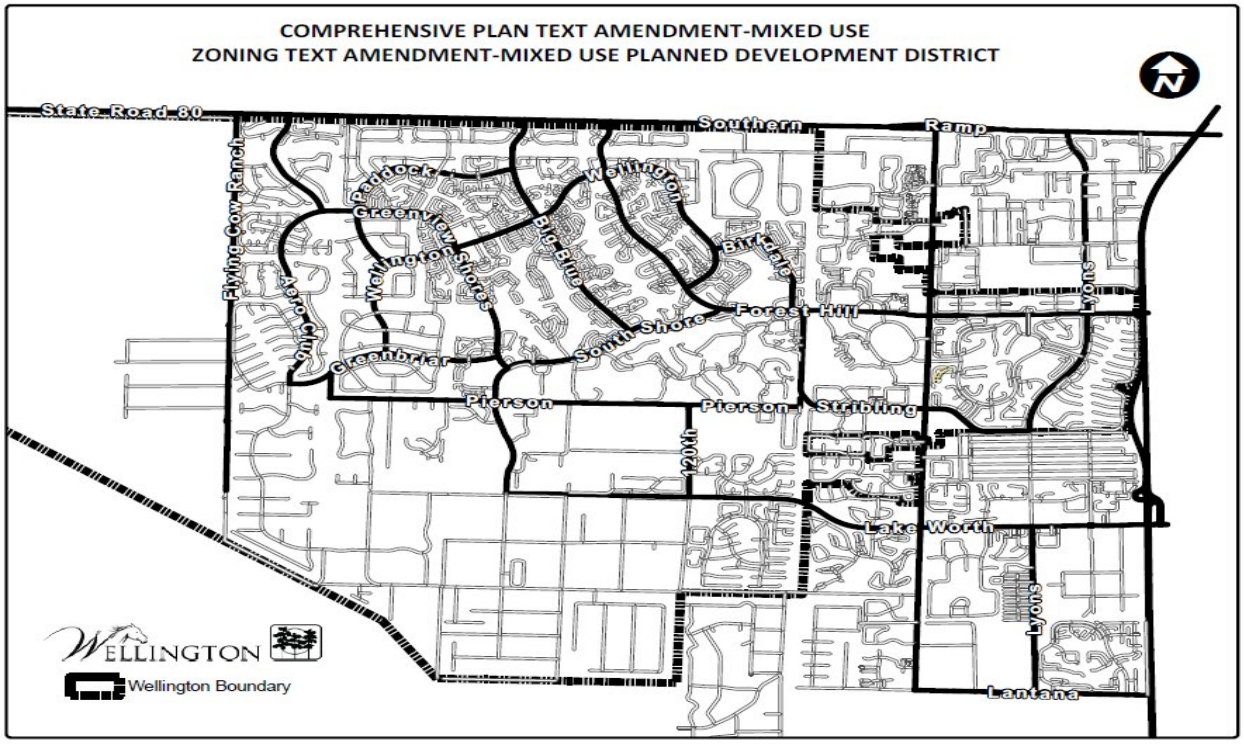
By: _____
Shelley Vana, Mayor

(OFFICIAL SEAL)

Exhibit "A"

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

This is not a certified copy



VILLAGE OF WELLINGTON
WELLINGTON COUNCIL
PUBLIC HEARING
ON PROPOSED
COMPREHENSIVE PLAN AMENDMENT
ZONING TEXT AMENDMENT

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, Wellington Council will hold public hearing on the transmittal of the proposed Comprehensive Plan Amendment and Zoning Text Amendment.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A COMPREHENSIVE PLAN TEXT AMENDMENT (PETITION NUMBER 15 – 80 / 2015 – 47 CPTA) TO THE VILLAGE OF WELLINGTON COMPREHENSIVE PLAN LAND USE ELEMENT POLICY 1.3.25. MIXED USE; AMENDING THE REQUIREMENT FOR PARCELS WITH MIXED USE FUTURE LAND USE MAP DESIGNATION, REQUIRING BOTH COMMERCIAL AND OFFICE LAND USE FOR MIXED USE DEVELOPMENTS 30 ACRES OR MORE, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MIXED USE DEVELOPMENTS 60 ACRES OR MORE; AUTHORIZING THE MANAGER TO AMEND THE COMPREHENSIVE PLAN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A ZONING TEXT AMENDMENT (PETITION NUMBER 15 – 80 / 2015 – 46 ZTA) TO THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, ZONING DISTRICTS, CHAPTER 8 PLANNED DEVELOPMENT DISTRICT REGULATIONS, SECTION 6.8.7. MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD); AMENDING THE REQUIREMENT FOR PARCELS WITH MXPD ZONING DESIGNATION, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MXPD DEVELOPMENTS 60 ACRES OR MORE; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Said public hearing will be held as follows:

WELLINGTON COUNCIL

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

Date: October 13, 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

All interested parties are invited to attend and be heard with respect to the proposed ordinances. Copies of all documents pertaining to the proposed ordinances are available in the Planning 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 & 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: September 21, 2016

Publish: The Post
September 28, 2016

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

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0532, **Version:** 1

ITEM: ORDINANCE NO. 2016-09 (MIXED USE PLANNED DEVELOPMENT DISTRICT ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A ZONING TEXT AMENDMENT (PETITION NUMBER 15-80 / 2015-46 ZTA) TO THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, ZONING DISTRICTS, CHAPTER 8 PLANNED DEVELOPMENT DISTRICT REGULATIONS, SECTION 6.8.7. MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD); AMENDING THE REQUIREMENT FOR PARCELS WITH MXPD ZONING DESIGNATION, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MXPD PROJECTS MORE THAN 60 ACRES; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2016-09, a Zoning Text Amendment.

EXPLANATION: Zoning Text Amendment (ZTA) amending Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) of the Wellington Land Development Regulations (LDR). The petitioner is requesting to remove the maximum 60 acre land area standard indicated in both the MU and MXPD designations and provide additional standards when both commercial and office land use is required for projects 30 acres or more. The removal of this 60 acre land area standard will allow a project with no maximum land area. A minimum land area of five (5) acres is still required. Maximum development standards for square footage and density are still required per Wellington's Comprehensive Plan and Land Development Regulations. The petitioner is also requesting to provide additional standards when both commercial and office land uses are required for projects 30 acres or more. The proposed additional standards will require a minimum 10% land area allocation for the combined commercial and office land use instead of requiring 10% for each use. Additionally to ensure that a minimum mix of both uses are provided, a minimum building square footage of 25% for commercial and 25% for office shall be required.

The PZAB recommended approval (6-0) of Ordinance No. 2016-09, a Zoning Text Amendment to amend Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) as presented.

As indicated in the proposed Ordinance and Staff Report, staff is recommending;

- Elimination of the maximum 60 acre land area limitation.
- Requiring both commercial and office land uses when the project is more than 30 acres with combined land area allocation of 10% and building square footage of 25% for commercial and 25% for office.
- Additional land uses required when a project is more than 60 acres.
- Other staff initiated minor amendments.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:** YES

File #: 16-0532, **Version:** 1

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2016-09, a Zoning Text Amendment.

ORDINANCE NO. 2016-09

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A ZONING TEXT AMENDMENT (PETITION NUMBER 15 – 80 / 2015 – 46 ZTA) TO THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, ZONING DISTRICTS, CHAPTER 8 PLANNED DEVELOPMENT DISTRICT REGULATIONS, SECTION 6.8.7. MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD); AMENDING THE REQUIREMENT FOR PARCELS WITH MXPD ZONING DESIGNATION, DELETING THE 60 ACRE MAXIMUM LAND AREA AND REQUIRING FIVE (5) LAND USES FOR MXPD PROJECTS MORE THAN 60 ACRES; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the purpose and intent of the Mixed Use Planned Development District (MXPD) Zoning designation is to provide for a mixture of uses within a single project while ensuring the availability of public facilities, deterring urban sprawl and internalization of vehicular trips; and

WHEREAS, Wellington has determined removal of the 60 acre maximum land area and requiring both commercial and office uses for project's more than 30 acres with a MXPD Zoning designation is in the best interest of the community; and

WHEREAS, the Planning, Zoning and Adjustment Board, acting as the Local Planning Agency, after notice and public hearing on September 14, 2016, has recommended approval of the Zoning Text Amendment with a 6 – 0 vote; and

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

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

SECTION 1. Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) of Wellington's Land Development Regulations is hereby amended, as presented in Exhibit 1.

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 phase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole as a whole or any portion or part thereof, other than the part so declared to be invalid.

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

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

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

WELLINGTON

	FOR	**AGAINST**
BY: _____ Anne Gerwig, Mayor	_____	_____
_____ John T. McGovern, Councilman	_____	_____
_____ Michael J. Napoleone, Councilman	_____	_____
_____ Michael Drahos, Councilman	_____	_____
_____ Tanya Siskind, Councilwoman	_____	_____

ATTEST:

BY: _____
Rachel Callovi, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Laurie Cohen, Village Attorney

LDR Sec. 6.8.7. - Mixed Use Planned Development District (MXPD).

The Mixed Use Planned Development District (MXPD) is designed for new ~~commercial center~~ development or redevelopment of existing ~~commercial~~ sites and is characterized by a variety of integrated land use types. The intent of the district is to provide for a mixture of uses ~~on single parcels~~ within a single project in order to develop or redevelop sites which are sensitive to the surrounding uses, obtain the desired character of the community, and ensure the availability of public facilities to serve proposed developments. This designation is also intended to foster infill development, to deter urban sprawl and to lessen the need for additional vehicular trips through the internalization of trips within the community or within a neighborhood or project. The criteria established herein are to be used for development of sites designated as ~~Mixed Use~~ MXPD.

A. ~~Comprehensive Plan Consistency.~~ A MXPD is consistent with the Mixed Use (MU) and Community Commercial (CC) Future Land Use Map designations.

B. ~~Form of Development Approval.~~ Each MXPD project shall be approved as a planned development district consistent with the applicable requirements of the Land Development Regulations (LDR).

C. ~~Development Review.~~ An application for establishment of an MXPD Zoning district may apply for targeted expedited permitting processing as provided in Section 5.1.15 of the ~~Land Development Regulations~~ (LDR).

D. ~~Land Uses.~~ MXPDs shall include ~~a minimum of two (2) of~~ the following land uses ~~described in this element~~ in accordance with Table 1.3.25.1.~~. The types of land uses within a mixed use development are the following~~:

1. ~~Residential.~~ The residential land use category shall include any combination of the following dwelling types:

   a. Assisted living facility (Type 1 and 2);

   ~~b. Community residential home~~;

   ~~c.~~b. Congregate living facility (Type 1 and 2);

   ~~d.~~c. Dormitory;

   ~~e.~~d. Loft or residence above a nonresidential ground floor use;

   ~~f.~~ e Multifamily, including duplex, triplex or quadplex dwellings;

   ~~g. Nursing home or convalescent facility;~~ or

   ~~h.~~ f. Townhouse.

2. ~~Commercial.~~ The commercial land use category means those establishments providing a variety of uses, including the following:

   a. Entertainment;

   b. Hotel or motel or bed and breakfast inn;

   c. Personal services;

d. Restaurants; and

e. Retail sales.

3. ~~Office.~~ The office land use category means a building or buildings used primarily for conducting the affairs of or the administration of a business; organization; profession; service; industry; or similar activity, including and medical office, medical clinic, and medical laboratory; and medical research and development similar types of activities.

4. ~~Industrial.~~ The industrial land use category means those establishments engaged in a variety of light industrial uses including the following:

   a. Assembly of computers or electronics and similar types of equipment;

   b. Biomedical and medical research facilities;

   c. Laboratories;

   d. Manufacture of products not involving raw or processed food or hazardous materials, or similar types of objectionable materials;

   e. Medical laboratories; and

   f. Research and development activities and offices related to such uses.

5. ~~Institutional and Public Facilities.~~ The institutional and public facilities land use category means land utilized for a public purpose including the following:

   a. Colleges and universities;

   b. Cultural facilities such as museums and art galleries;

   c. Governmental offices and facilities;

   d. Places of worship;

   e. Public or private schools and technical or vocational schools; and

   f. Congregate residential facilities including assisted living facilities~~, community residential home,~~ /congregate living facility (Type 3 and 4), dormitories, nursing homes, or convalescent facilities~~.~~;

   g. Day care center (General).

6. ~~Parks.~~ The parks land use category means land owned or operated by a governmental entity offering the general public an opportunity to participate in a variety of active, equestrian, passive, or similar recreational activities.

7. ~~Conservation.~~ The conservation land use category shall mean land permanently dedicated for preservation of environmental, conservation, and natural resources, including public or private lands protecting such resources.

8. ~~Open Space.~~ The open space land use category shall mean land permanently dedicated as common open space within a MXPD, including recreation areas, preservation areas, and water management tracts. For the purposes of this section,

if open space is included as a specific use within a mixed use project, the open space feature or features, including water management tracts, shall be fully integrated as an element of the overall project and shall be designed to enhance the pedestrian, recreational, and visual amenities within the entire MXPD.

E. Minimum Number of Land Uses.

1. ~~Minimum Number of Land Uses.~~ A MXPD shall contain ~~not less than~~ the minimum number of land uses indicated in Table 6.8-23.

Table 6.~~8.~~8-23
Minimum Number of Land Uses ~~in a Mixed Use~~ ~~Development~~

NUMBER OF ACRES	MINIMUM NUMBER OF LAND USES
5 - 10	2
More than 10 - 30	3
More than 30 - 60	4
More than 60	5

2. ~~Inclusion of Industrial Land Uses. For the purposes of this Section, an~~ Industrial land use shall not be allowed and shall not be included within the minimum number of required land uses unless the mixed use project abuts either State Road 7 or State Road 441.

F. ~~Maximum Site Area per Land Use Category.~~ A single land use shall not occupy more than ~~sixty (60)~~ percent of site area proposed for a MXPD, and land allocation shall comply with the minimum and maximum requirements established in Table 6.8-24.

G. The mixed use type shall be as approved for the Comprehensive Plan Mixed Use Future Land Use Map designation. ~~Types of Mixed Use~~ ~~Planned Developments. For the purposes of providing more clearly defined types of projects which integrate a variety of uses, the following types of MXPDs are established. Each application for a Comprehensive Plan amendment shall specify the type of Mixed Use development that is requested.~~

~~1. Type I. Mixed Use Type I means a project that may utilize the complete range of uses permitted by the Mixed Use Future Land Use Map designation and Mixed Use Zoning designations, including the use of one hundred (100) percent of project area for determining maximum residential density.~~

~~2. Type II. Mixed Use Type II means a project that may utilize the complete range of uses permitted by the Mixed Use Future Land Use Map designation and Mixed Use Zoning designations, but with a somewhat reduced maximum residential density, and the use of one hundred (100) percent of residential project area and one hundred (100) percent of area for designated for parks, open space and conservation for determining maximum residential density.~~

~~3. Type IIA. Mixed Use Type IIA means a project that may utilize the complete range of uses permitted by the Mixed Use Future Land Use Map designation and Mixed Use Zoning designations but with a more reduced maximum residential density, and the use of one hundred (100) percent of residential project area and one hundred (100) percent of area for designated for parks, open space and conservation for determining maximum residential density.~~

~~4. Type III. Mixed Use Type III means a project that may utilize the complete range of uses permitted by the Mixed Use Future Land Use Map designation and Mixed Use Zoning designations, but with a reduced maximum residential density and the use of one hundred (100) percent of residential project area determining maximum residential density.~~

~~5. Type IV. Mixed Use Type IV means a project that that excludes multifamily residential use but allows other uses permitted by the Mixed Use Future Land Use Map designation and Mixed Use Zoning designations, and the use of one hundred (100) percent of residential project area for determining maximum residential density for such uses as assisted living facilities, community residential homes, congregate living facilities, dormitories, hotel/motel establishments, and nursing and convalescent facilities.~~

~~6. Type V. Mixed Use Type V means a project that excludes residential uses but allows other uses permitted by the Mixed Use Future Land Use Map and Mixed Use Zoning designations.~~

H. ~~Planned Development District Standards.~~ Each MXPD shall comply with the development standards listed below.

~~1. Maximum Site Area. A single land use shall not occupy more than sixty (60) percent of site area proposed for a MXPD, and land allocation shall comply with the minimum and maximum requirements established in Table 6.8-24.~~ {Same as Sec. 6.7.8.F. above}

~~2~~1. ~~Minimum and Maximum Land Area.~~ The minimum land area for a MXPD shall be five (5) acres ~~and the maximum land area shall be sixty (60) acres~~.

~~3~~2. ~~Basis of Land Area Allocation.~~ The minimum and maximum percent of land allocation indicated in Table 6.8-24 shall be based upon the total site area.

Table 6.~~8.~~8-24
Land Use Allocation per Type of Mixed Use

Land Use Category	Type I		Type II and Type IIA		Type III		Type IV		Type V	
	Min[1]	Max[2]	Min	Max	Min	Max	Min	Max	Min	Max
Residential	10%	60%	10%	60%	10%	60%	0%	0%	0%	0%
Commercial	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
Industrial	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Institutional & Public Facilities	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Office	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
Parks	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Conservation	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Open Space	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Notes. 1. Min means Minimum. 2. Max means Maximum.										

~~4.~~ 3. ~~Maximum Building Coverage.~~ The maximum building coverage shall be ~~thirty-five (35)~~ percent.

~~5.~~ 4. ~~Maximum Floor Area Ratio.~~ The maximum floor area ratio shall be 0.50 ~~(50%)~~, except the maximum floor area ratio for the parks and conservation land use categories shall be ~~five (5) percent~~ 0.05.

~~6.~~ 5. ~~Property Development Regulations.~~ Unless otherwise herein or established within an approved master plan, the property development regulations for a MXPD shall comply with the property development regulations provided in Table 6.8-18~~,~~

~~establishing the property development regulations for~~ of the Multiple Use Planned Developments (MUPD) Zoning designations.

I. ~~Intent of Minimum Use Standards.~~ For the purposes of this section, when a minimum percentage of a specific land use is indicated in Table ~~6.8.6.2~~ 6.8-24, then at least that minimum percentage of the specific use shall be present as part of the mix of uses within a proposed MXPD~~.~~ , except as provided in Section 6.8.7.J.2.

J. ~~Additional Standards.~~ The following are additional standards affecting land allocations for a MXPD~~.~~:

1. ~~Commercial or Office Land Use. Either Commercial or Office land use is required as an element of mixed use development, but not both, except when a development consists of at least thirty (30) acres. For a development consisting of at least thirty (30) acres, both Commercial and Office land uses shall be required.~~ Commercial or Office land use is required as an element of all mixed use projects.

2. Projects more than 30 acres:

   a. Both Commercial and Office land use shall be required.
   b. A minimum allocation of 10% of the overall project is required to be designated as both Commercial and Office.
   c. A minimum building square footage allocation of 25% for Commercial and 25% for Office shall be required for the Commercial and Office land use.

~~2~~3. ~~Maximum Density.~~ The maximum residential density within a mixed use ~~development~~ project shall be consistent with Table 6.8-25. For the purposes of this section, residents per acre shall mean total number of residents, without regard to number of single or multiple resident type of unit.

~~3~~4. ~~Residential Uses within a Type III Mixed Use.~~ Within a Type III Mixed Use development least ~~twenty-five (25)~~ percent of all residential dwellings or residential units shall be integrated into the structures associated with a commercial, industrial, or office land use parcels, including such dwellings as loft apartments associated with nonresidential uses, above ground floor units associated with nonresidential uses, or residential or transient units integrated into the ground floor of predominantly nonresidential structures. The density of such units shall be determined as provided in Table 6.8-25.

LAND DEVELOPMENT REGULATIONS (LDR)
ARTICLE 6. ZONING DISTRICTS
CHAPTER 8. PLANNED DEVELOPMENT DISTRICT REGULATIONS
SECTION 6.8.7. MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD)

Table 6.~~8.~~8-25
Maximum Residential Density

Mixed Use Category~~/ Residential Type~~	Use	Maximum Residential Density		
		5—10 Acres	More than 10 Acres to 30 Acres	More than 30 ~~to 60~~ Acres
Type I	MF	8 Units/Acres	10 Units/Acre	12 Units/Acre
	ALF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	~~CRH~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~
	CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dorm	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type II	MF	6 Units/Acres	8 Units/Acre	10 Units/Acre
	ALF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	~~CRH~~	~~12 Residents/Acre~~	~~12 Residents/Acre~~	~~12 Residents/Acre~~
	CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	Dorm	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre

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LAND DEVELOPMENT REGULATIONS (LDR)
ARTICLE 6. ZONING DISTRICTS
CHAPTER 8. PLANNED DEVELOPMENT DISTRICT REGULATIONS
SECTION 6.8.7. MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD)

Mixed Use Category~~/ Residential Type~~	Use	Maximum Residential Density		
		5—10 Acres	More than 10 Acres to 30 Acres	More than 30 ~~to 60~~ Acres
	N/CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
Type IIA	MF	4 Residents/Acre	6 Residents/Acre	8 Residents/Acre
	ALF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	~~CRH~~	~~8 Residents/Acre~~	~~10 Residents/Acre~~	~~12 Residents/Acre~~
	CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	Dorm	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	N/CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
Type III	MF	2 Units/Acre	2 Units/Acre	2 Units/Acre
	ALF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	~~CRH~~	~~3 Residents/Acre~~	~~3 Residents/Acre~~	~~3 Residents/Acre~~
	CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	Dorm	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	N/CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
Type IV	MF	Multifamily Dwelling Units Not Permitted		
	ALF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre

Mixed Use Category~~/ Residential Type~~	Use	Maximum Residential Density		
		5—10 Acres	More than 10 Acres to 30 Acres	More than 30 ~~to 60~~ Acres
	~~CRH~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~	~~16 Residents/Acre~~
	CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dorm	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type V	Residential and Congregate Uses Not Permitted			

MF means Multifamily
ALF means Assisted Living Facility.
CLF means Congregate Living Facility.
Dorm means Dormitory.
N/CLF means Nursing/Convalescent Facility.

K. ~~Calculation of Maximum Density.~~ The percentage of property that can be utilized for calculating residential density is indicated in Table 6.8-26.

L. Calculation of Project and Parcel Size.

1. Project Size. For the purposes of Table ~~6.8.6.4~~ 6.8-26, project size shall be calculated to include the gross acreage of a proposed MXPD.

2. Parcel Size. For the purposes of Table ~~6.8.6.4~~ 6.8-26, parcel size shall be calculated to include the gross acreage to be devoted to the principal use and those areas utilized for roads, lakes and water management features, recreation areas, and similar common areas that serve the principal use.

LAND DEVELOPMENT REGULATIONS (LDR)
ARTICLE 6. ZONING DISTRICTS
CHAPTER 8. PLANNED DEVELOPMENT DISTRICT REGULATIONS
SECTION 6.8.7. MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD)

Table 6.~~8.~~8-26
Land Area Used for Calculation of Residential Density

Number of Acres or Type of Use	Area Used for Calculation of Density per Mixed Use Type				
	Type I	Type II and Type IIA	Type III	Type IV	Type V
5—10 acres (Multifamily)	•100% of Project Size • 100% of parcel area for residential use	•100% of parcel area for Parks, Open Space & Conservation Use	• 100% of parcel area for residential use • Not less than 25% of total parcel area with integrated residential and nonresidential uses	None: Multifamily Housing Not Permitted	None: Multifamily Housing Not Permitted
More than 10—30 acres (Multifamily)	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category		
More than 30 acres (Multifamily)	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category		
Assisted Living Facility (ALF)	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category	100% of parcel area for residential use	None: ALF Not Permitted
Community Residential Home (CRH)	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category	100% of parcel area for residential use	None: CRH Not Permitted

Number of Acres or Type of Use	Area Used for Calculation of Density per Mixed Use Type				
	Type I	Type II and Type IIA	Type III	Type IV	Type V
Congregate Living Facility (CLF)	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category	100% of parcel area for residential use	None: CLF Not Permitted
Dormitory	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category	100% of parcel area for residential use	None: Dormitory Not Permitted
Hotel/Motel	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category	100% of parcel area for transient residential use	100% of parcel area for transient residential use
Nursing or Convalescent Facility (N/CF)	100% of Project Size	Same as 5—10 Acre Category	Same as 5—10 Acre Category	100% of parcel area for residential use	None: N/CF Not Permitted

M. ~~Interconnecting Pedestrian Ways and Plazas.~~ The individual uses, buildings, or parcels within MXPDs shall include interconnecting pedestrian ways and plazas.

N. ~~Pedestrian Connections to Abutting Properties.~~ To the extent possible, pedestrian connections to abutting residential properties shall be created. This provision is intended to encourage creation of such connections, but not to force a residential property owner or residential governing association to accept the installation of such connection.

O. ~~Minimization of Adverse Impacts.~~ The individual uses, buildings, or pods within MXPDs shall, when applicable, include site planning, design, and compatibility features which minimize adverse impacts on adjacent uses, such as the following:

1. ~~Parks, Conservation Areas and Preserves.~~ Locate parks, conservation areas, or preserves adjacent to abutting residential zoning districts;

2. ~~Open Spaces.~~ Locate open spaces, including water management features, adjacent to abutting residential zoning districts;

3. ~~Nonresidential Building Height.~~ Limit the height of nonresidential buildings to not more than two (2) floors when adjacent to abutting residential zoning districts;

4. ~~Residential Uses.~~ Locate all freestanding residential uses or development adjacent to all abutting residential zoning districts.

5. Dumpsters and Recycling Containers.

   a. Location. Locate dumpsters, recycling, and related solid waste disposal facilities at least ~~one hundred (~~100~~)~~ feet from abutting residential zoning districts.

   b. Screening. Require permanent structural or nonstructural screening adjacent to all abutting residential zoning districts.

6. ~~Lighting.~~ Ensure site and security lighting does not spillover into adjacent residential zoning districts.

P. ~~Mixed Use Zoning Applications and Maximum Development.~~ Each application for a MXPD Zoning designation shall include and specify the maximum development threshold proposed for a particular site. For the purposes of the Mixed Use category, the term "maximum development threshold" means the total potential development is proposed to be established within a mixed use ~~development~~ project, including all residential and nonresidential uses.

Q. ~~Compliance with Mixed Use Future Land Use Map Policy.~~ Each application for Mixed Use Planned Development District designation shall comply with the following:

1. ~~Mixed Use Future Land Use Map Category.~~ All policies adopted as part of the Mixed Use Future Land Use Map category of the Wellington's Comprehensive Plan when the ~~development~~ project is located on a parcel with a Mixed Use Future Land Use Map designation.

2. ~~Approvals.~~ All requirements of the development order and master plan approved for a Mixed Use or Community Commercial Future Land Use Map designation.

R. ~~Master Plan Required.~~ Each application for the MXPD district designation shall include a conceptual master plan to specify maximum development as provided herein.

S. ~~Maximum Development Threshold.~~ A maximum development threshold for each property with a MXPD district designation shall be established within the proposed

master plan. The maximum development threshold shall include the following measures of density or intensity:

1. ~~Types of Mixed Land Use Classification.~~ Identification of each type of mixed use land use classification (e.g. residential, commercial, industrial, institutional, etc.).
2. ~~Maximum Number of Square Feet or Similar Measurement.~~ Identification of the maximum number of square feet, or other applicable type of measurement such as number of students, for each nonresidential use to be established.
3. ~~Maximum Dwellings.~~ Establishment of a maximum number of dwellings to be constructed.
4. ~~Number of Residents.~~ Establishment of number of residents permitted.
5. ~~Maximum Number of Units.~~ Establishment of number of units permitted.
6. ~~Type of Dwelling Units.~~ Identification of dwelling unit types to be constructed.
7. ~~Other Specific Development Limits.~~ Identification of other specific development limitations such as building height, building location, building design, natural resources protection, etc.

T. ~~Mixed Use Center Design Concepts.~~ Within each MXPD, certain design concepts shall be integrated within the overall master plan. These design concepts are provided below, and shall govern the overall master plan for the mixed use center.

1. ~~Mix of Uses.~~ The mix of uses shall comply with the requirements provided in this Section.
2. ~~Ground Floor Uses.~~ Ground floor uses shall be predominately pedestrian oriented, including retail, restaurants, personal services, financial institutions, etc. Not less than ~~seventy-five (~~75~~)~~ percent of the lineal frontage of all ground floor uses shall be pedestrian oriented.
3. ~~Orientation.~~ Buildings, vehicular access, parking, service uses such as dumpsters and recycling facilities, outdoor venues, and similar activities or uses shall be located and oriented to avoid conflict with residential uses located on properties abutting or adjacent to a mixed use center.
4. Architectural Style and Center Design.
   a. ~~Architectural Style.~~ Each MXPD shall be designed with an overall unified architectural style approved as part of the overall master plan. Final architectural plan shall be subject to review by the Architectural Review Board (ARB) as provided in Section 6.5.19 of these land development regulations.
   b. ~~Pedestrian Orientation.~~ Each MXPD shall pedestrian-oriented, including arcades, overhead weather protection, etc., that connects all ground level activities and provides direct access to any outparcels, sidewalks or other pedestrian amenities including mass transit facilities, bicycle parking areas, etc.

c. ~~Focal Point.~~ Each MXPD shall be designed with a central square, plaza, piazza or similar focal point, with clearly defined pedestrian connections to all activities within the center.

d. ~~Structures.~~ Each MXPD shall be designed to be a combination of one, two and three story structures, with pedestrian-oriented uses and services on the ground floor and a vertical integration of residential and nonresidential uses on the above-ground floors.

e. ~~Sidewalks and Walkways.~~ External sidewalks and walkways shall be a minimum of ~~ten (~~10~~)~~ feet in width, and shall be designed to encourage such uses as outdoor restaurant seating, pedestrian street furniture, and similar amenities.

f. Utilities and Delivery Service Area.

   i. Each MXPD shall be designed to the extent possible, to provide a single, centralized location for provision of deliveries, utilities, solid waste disposal, etc. As an alternative, a limited number of locations throughout the center can be designated to provide this feature.

   ii. Within a MXPD, all dumpsters shall be located at least ~~one hundred fifty (~~150~~)~~ feet from an abutting residential property. As an alternative, dumpster locations shall be fully and completely enclosed.

   iii. Hours to service dumpsters shall be established by the master plan approving creation of a MXPD.

g. Parking Design and Integration.

   iv. Each MXPD shall be designed, to the extent possible, to locate vehicular parking in areas that are consistent with the following:

   v. Located at least ~~one hundred (~~100~~)~~ feet from any adjacent residential uses;

   vi. Not located between buildings and adjacent public rights-of-way; and

   vii. Do not interfere with safe and convenient pedestrian circulation.

h. ~~Relation to Public Improvements.~~ Each MXPD shall be designed to be complementary to and integrate with public improvements located along or within public rights-of-way, parks, pedestrian circulation systems, etc.

i. ~~Gateway Features.~~ Each MXPD shall coordinate its landscaping, signage, and related improvements with any gateway, corridor or similar plans that are approved by Wellington and designed to enhance entry into Wellington via vehicular, pedestrian or related circulation systems.

j. ~~Alternative Transportation.~~ Each MXPD shall be designed to integrate mass transit of all types, bicycles lanes, pedestrian paths, and similar non-vehicular modes of travel. If included, the alternative transportation provisions of this section shall be approved as part of a master plan development order approval.

k. ~~Landscaping.~~ Each MXPD shall be designed with an overall landscaping plan, emphasizing the use of native species and shade for pedestrians. The overall landscape plan shall be approved as part of a master plan development order approval.

l. ~~Drive Through Facilities.~~ Each MXPD may incorporate drive through facilities for any retail or commercial use as a conditional use, subject to Wellington Council consideration during an initial or subsequent development review.

m. ~~Design Plan.~~ Each MXPD shall be designed in accordance with an overall design plan approved as part of a master plan development order approval.

n. ~~Utilities and Delivery Service Area.~~ Each MXPD shall be designed to locate utilities and delivery service areas at least ~~one hundred (~~100~~)~~ feet from any adjacent residential use. Each MXPD shall be designed to provide a single, centralized location for the provision of utilities, solid waste disposal, etc. As an alternative, a limited number of locations throughout the site can be designated to provide this service.

o. ~~Underground Utilities.~~ All public and private utilities shall be installed underground and shall be installed beneath the road rights-of-way in accordance with Wellington standards. Underground utilities may be installed in a swale are if the adjacent roadway is curbed. The requirement shall not apply to aboveground utilities existing as to the effective date of this section.

p. ~~Parking Design and Integration.~~ Excluding on-street parking, the main street/commercial center shall be designed to limit or eliminate vehicle parking areas located between buildings and adjacent public rights-of-way. Vehicle parking for centers shall be designed with the provision of parking in convenient, yet secondary locations.

U. Major Amendments to an Approved MXPD Master Plan.

1. ~~Community Commercial Future Land Use Map Designation.~~ A major amendment to an approved MXPD master plan for a site assigned a Community Commercial Future Land Use Map designation shall comply with the requirements of these land development regulations.

2. ~~Mixed Use Future Land Use Map Designation.~~ A major amendment to an approved MXPD master plan for a site assigned a Mixed Use Future Land Use Map designation shall comply with the Policy 1.3.24.15.F of the Future Land Use Element of Wellington's Comprehensive Plan.

THE VILLAGE OF WELLINGTON

STAFF REPORT
PLANNING & ZONING DIVISION

I. PETITION DESCRIPTION

Petition Numbers:	**15 – 80 (2015 – 47 CPTA)** Mixed Use (MU) Comprehensive Plan Text Amendment **15 – 80 (2015 – 46 ZTA)** Mixed Use Planned Development District (MXPD) Zoning Text Amendment
Project Name:	**Village Lake Center**
Project Manager:	Damian Newell
Applicant/Petitioner:	Village Professional Park, LLC
Agent:	Richard Carlson, Esq.
Request:	1. Comprehensive Plan Text Amendment (CPTA) amending Land Use Element Policy 1.3.25. Mixed Use (MU) of Wellington's Comprehensive Plan to delete the maximum 60 acre land area limit and provide standards when both commercial and office land use is required for projects 30 acres or more. 2. Zoning Text Amendment (ZTA) amending Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) of Wellington's Land Development Regulations to delete the maximum 60 acre land area limit and provide standards when both commercial and office land use is required for projects 30 acres or more.

II. BACKGROUND

The Village of Wellington Mixed Use (MU) Future Land Use Map designation and Mixed Use Planned Development District (MXPD) Zoning designation is intended to;

- Foster infill development,
- Encourage mixture of uses including office, commercial, institutional and residential within a single project,
- Deter urban sprawl, and
- Internalization of vehicular trips.

Currently both the MU and MXPD allows a maximum of 60 acres for a project's land area. Wellington has two approved mixed use project's that are being developed. The Isla Verde mixed use project is a total of 53.57 acres and Wellington Parc mixed use project is a total of 15.83 acres.

The petitioner is requesting to remove the maximum 60 acre land area standard indicated in both the MU and MXPD designations. The removal of this standard will allow a MU/MXPD project with no maximum land area. The petitioner requested a postponement from the March 6, 2016 Planning, Zoning and Adjustment Board (PZAB) meeting to amend the MXPD text amendment application to delete the requirement for both commercial and office land use. The MXPD Zoning designation currently requires developments 30 acres or more to provide both commercial and office land use. Wellington's Comprehensive Plan and Land Development Regulations will still require a minimum land area of five (5) acre and maximum development standards for square footage and density.

Staff notes the petitioner is proposing an overall 64.38 acre Village Lake Center mixed use project including restaurants, day-care, retail, hotel, multi-family housing and assisted living facility. The other petitions required for the overall Village Lake Center mixed use project approval will be scheduled for the public hearing process after Development Review Committee (DRC) certification.

III. ANALYSIS

The proposed text amendments are to Wellington's Comprehensive Plan Land Use Element Policy 1.3.25. Mixed Use (MU) and Land Development Regulations Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD). The following sections will provide supporting information and explain proposed changes to MU and MXPD.

Maximum Land Area – The maximum 60 acre land area currently limits the size of a mixed use project. The intent of the Mixed Use (MU) Future Land Use Map designation and Mixed Use Planned Development District (MXPD) Zoning designation is to encourage development of vacant parcels or redevelopment of the older commercial centers and surrounding residential uses, including centers located at key intersections of Forest Hill Boulevard, Wellington Trace, or Greenview Shores Boulevard. The current limitation prohibits an owner from developing a mixed use project over 60 acres in size. Typically land use and zoning regulations will have a minimum land area requirement but it is not common to find a maximum land area limitation. Removal of the maximum land area does not negatively impact the Village because a potential development is still required to comply with the maximum density (number of dwellings/residents) and intensity (number of square feet) for the overall project. Additionally, the maximum development impacts, including traffic, water capacity, sewer capacity, etc., are required to ensure adequate capacity is available for approval of a proposed mixed use project. Staff recommends approval of the request to eliminate the maximum 60 acre land area limitation.

The petitioner's proposed 64.38 acre Village Lake Center mixed use project, the future K-park site (if proposed as mixed use) and redevelopment of other sites as mixed use will potentially benefit from the removal of the maximum 60 acre land area limitation.

Land Uses – The MXPD Zoning designation indicates large mixed use projects should provide a mix of uses which includes providing both commercial and office uses when the project is 30 acres or more. The petitioner originally requested this standard be deleted as it is currently not required by MU Future Land Use Map designation. Staff notes the MXPD Zoning designation was approved by Council after the MU Future Land Use Map designation. The Zoning designation is intended to have more specific standards and limitations than the Future Land Use Map designation. Elimination of the requirement to provide both commercial and office uses for project's more than 30 acres will not provide the mixture of uses and internalization of traffic as encourage by both the MU Future Land Use Map designation and MXPD Zoning designation. The commercial, office, industrial and institutional uses provide for a variety of uses that should be included in larger mixed use projects. The MXPD Zoning designation indicates both horizontal and vertical integration of uses is required with a greater mix of uses to be provided for larger projects to achieve internalization of traffic to minimize impact on the roads. The intent of both the MU and MXPD will not be met by the reduction of this minimum requirement to provide these two essential support land uses. Isla Verde is the only large mixed use project in Wellington that does not have this requirement as it was approved prior to the adoption of the current code. Council adopted the current code to ensure all future mixed use projects will provide a greater variety of integrated use types for larger projects with both the commercial and office uses required as a minimum mix. A greater mix of uses is an integral component to the success of a mixed use project and removing the minimum requirement for any use type would compromise the ability for a project to be true mixed use. The commercial and office use mix requirement ensures essential support services are provided on-site for large mixed use projects.

In response to staff not supporting the deletion of the requirement for both commercial and office land uses the petitioner amended the request to provide additional standards when both commercial and office land uses are required for projects 30 acres or more. The proposed additional standards will require a minimum 10% land area allocation for the combined commercial and office land use instead of requiring 10% for each use. Also to ensure that a minimum mix of both uses are provided, a minimum building square footage of 25% for commercial and 25% for office is proposed. Staff recommends approval of the request to combined land area allocation of 10% and building square footage of 25% for each as this will encourage mixed use projects with a variety of uses.

With the requested elimination of the 60 acre maximum limitation as indicated above, staff recommends larger mixed use projects be required to provide additional land uses. Currently both the MU Future Land Use Map designation and MXPD zoning designation indicates a minimum of four (4) land uses are required for projects up to 60 acres. Staff recommends an additional land use be required, totaling five (5) land uses, when a proposed project is more than 60 acres as indicated below in the proposed amended table for both the MU/MXPD text amendments;

MU Table 1.3.25.1 and MXPD Table 6.8-23
Minimum Number of Land Uses in a Mixed Use Development

NUMBER OF ACRES	MINIMUM NUMBER OF LAND USES
5 - 10	2
More than 10 – 30	3
More than 30 – 60	4
More than 60	5

As indicated above staff does not recommend approval of the petitioner's original request to delete the requirement to provide both commercial and office uses when the project is more than 30 acres. Staff does support the proposed minimum requirements when both commercial and office are to be incorporated. Staff recommended additional land uses be required when a projects is more than 60 acres.

Other amendments – The remainder of the proposed changes to the MU and MXPD are staff initiated house cleaning amendments, summarized as follows:

1. Indicating a MU/MXPD is allowed for a single project instead of single parcel.
2. Delete/added uses: The community residential home (CRH) use which is not applicable to Wellington is deleted. The daycare center use not captured under existing uses is added under the Institutional and Public Facilities Use.
3. Provide clarification that mixed use projects more than 30 acres require both Commercial and Office land use. The intent is for larger mixed use projects to provide a mix of uses internally which will provide essential support for the overall project and will internalize traffic patterns which are essential for large mixed use projects.
4. Other changes to tables, numbering of sections/tables and certain text to clarify sections but not change the substance of the regulations.

It is important to note the above minor staff initiated amendments are part of the ongoing code updates being done incrementally by Article and Chapter. The more significant changes to the MU/MXPD requirements will be done with future staff initiated amendments. The pending text amendments will include proposed changes to the permitted use table, zoning district updates and simplification of the site development standards. The proposed changes will simplify and organize the code, as well as, adjust minor code provisions.

IV. PLANNING, ZONING AND ADJUSTMENT BOARD

The petitioner requested a postponement from the July 13, 2016 to the September 14, 2016 Planning, Zoning and Adjustment Board (PZAB) meeting to propose additional standards for both commercial and office land use requirements for projects more than 30 acres. The proposed additional standards require a combined land area allocation of 10% and building square footage of 25% for commercial and 25% for office.

At the September 14, 2016 PZAB meeting, the Board recommended approval (6 – 0) of Ordinance No. 2016 – 08, a Comprehensive Plan Text Amendment to amend Land Use Element Policy 1.3.25. Mixed Use (MU) and Ordinance No. 2016 – 09, a Zoning Text

Amendment to amend Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) as presented by staff.

V. COUNCIL

The first reading of the Comprehensive Plan Text Amendment (Ordinance No. 2016 – 08) and Zoning Text Amendment (Ordinance No. 2016 – 09) is scheduled to be heard at the October 13, 2016 Council meeting.

IV. PUBLIC NOTIFICATION/COMMENTS

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

Planning, Zoning and Adjustment Board Meeting
Newspaper: June 28, 2016
Meeting Date: July 13, 2016

Council Meeting
Newspaper: September 28, 2016
Meeting Date: October 13, 2016

Staff did not receive any inquiries regarding the newspaper advertisement for this petition as of October 4, 2016 when the staff report was published.

V. STAFF RECOMMENDATION

1. Approval of Ordinance No. 2016 – 08, a Comprehensive Plan Text Amendment (Petition Number 15 – 80 / 2015 – 47 CPTA) to amend Policy 1.3.25. Mixed Use (MU) of the Land Use Element of Wellington's Comprehensive Plan, and

2. Approval of Ordinance No. 2016 – 09, a Zoning Text Amendment (Petition Number 15 – 80 / 2015 – 46 ZTA) to amend Article 6, Zoning Districts, Chapter 8 Planned Development District Regulations, Section 6.8.7. Mixed Use Planned Development District (MXPD) of Wellington's Land Development Regulations as follows:

   - Elimination of the maximum 60 acre land area limitation.
   - Requiring both commercial and office land uses when the project is more than 30 acres with combined land area allocation of 10% and building square footage of 25% for commercial and 25% for office.
   - Additional land uses required when a project is more than 60 acres.
   - Other staff initiated minor amendments.

RECEIVED
By Planning and Zoning at 4:37 pm, Aug 13, 2015

STAFF USE ONLY
Intake Date:_____
By:
Petition #

THE VILLAGE OF WELLINGTON

Planning & Zoning

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 *PZApplications@wellingtonfl.gov*

PART 1: PLANNING AND ZONING GENERAL APPLICATION

(Completed Part 1 and 2 of the Application is required)

INSTRUCTIONS:

1. Date of required pre-application meeting: August 6, 2015
2. Please complete all questions on the application. If not applicable, indicate with N/A.
3. Provide required attachments as shown on the checklist (Part 2)
4. Check the appropriate type of request (Must complete Part 2 of the application specific to your request):

- ☐ **Administrative Appeal**
- ☐ **Administrative Variance**
- ☐ **Annexation**
- ☐ **Architectural Review Board**
- ☐ **Comprehensive Plan Amendment**
- ☐ **Conditional Use/Compatibility Determination**
- ☐ **Development Order/ Amendment/Other**
- ☐ **Easement/Right-Of-Way Vacation Abandonment**
- ☐ **Master Plan/Amendment**
- ☐ **Minor Site Plan Amendment**
- ☐ **Rezoning**
- ☐ **Site Plan/Amendment/ Subdivision**
- ☐ **Special Permit Use**
- ☐ **Unity of Title/Unity of Control/Release**
- ☐ **Variance**
- ☒ **Zoning Text Amendment**
- ☐ **Comprehensive Plan Text Amendment**

Multiple requests may be selected. A completed Part 2 Application for each request shall be submitted with a completed Part 1: Planning and Zoning General Application.

Application Fee: $ 1,500.00 **(Total fee for all requests)**

(Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)

I. PROPERTY OWNER AND AGENT INFORMATION

Property Owner(s) of Record: Village Professional Park LLC

Address: 10321 W Atlantic Avenue City: Delray Beach ST: FL Zip: 33446

Phone:_____ Cell:_____

Email Address: _____

Applicant (if other than owner):_____

Address:_____ City:_____ ST:_____ Zip: _____

Phone:_____ Cell:_____

Email Address: _____

Agent & Company Name: Jennifer Vail - Wantman Group, Inc.

Address: 400 Columbia Drive, Suite 110 City: West Palm Beach ST: FL Zip: 33409

Phone: 561-478-8501 Cell: 561-478-5012

Email Address: Jennifer.Vail@wantmangroup.com

Consultants: If applicable to the request, please attach a separate list of all consultants that will provide information on this request. Include the name, address, telephone number, and fax number as well as the type of professional service provided.

Authorization or Power of Attorney must be attached if applicant is other than owner.

II. REQUEST

A. Describe type of request:
Zoning Text Amendment to the Village of Wellington Land Development Regulations to remove the maximum 60 acre land area limitation for the Mixed Use Planned Development District (MXPD).

III. PROPERTY LOCATION

A. Is the subject property located within one mile of another municipality? [ ] yes [✓] no
If 'yes' please specify: The proposed text amendment applies Village-wide.

B. Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.
PCN: The proposed text amendment applies Village-wide.

C. Total Acreage of Subject Property N/A

D. Project Name: Zoning Text Amendment

E. Project Address: N/A - The proposed text amendment applies Village-wide.

F. General Location Description (proximity to closest major intersection in miles or fractions thereof):
The proposed text amendment applies Village-wide.

IV. LAND USE AND ZONING INFORMATION

A. Zoning Designation: All MXPD Zoned Land Future Land Use Designation: N/A

B. Existing Use(s) on Property: N/A

C. Proposed Use(s): Applies to all MXPD uses in the Village

D. Do you have a Zoning Confirmation for this project? If so, please attach N/A

V. COMPLIANCE
(Attach additional sheets if necessary)

A. Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?
[ ] yes [ ] no. If no, please explain: N/A

B. Code Enforcement Case Number(s) N/A

C. Report on the status of all previous conditions of approval: N/A

VI. PROJECT HISTORY N/A - APPLIES VILLAGE-WIDE

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number

VII. ADJACENT PROPERTIES N/A - APPLIES VILLAGE-WIDE

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE				
NORTH				
SOUTH				
EAST				
WEST				

VIII. OWNER/APPLICANT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

I/We, the aforementioned owner(s), do hereby give consent to (Agent/Representatives Name) Richard 'Chip' Carlson Jr., P.A. & Jennifer Vail, WGI to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the request(s) and property I/we own described in the attached application. Furthermore, as owner(s) of the subject property, I/we hereby give consent to the party designated above to agree to all terms or conditions that may arise as part of the approval of this application for the proposed use.

Signature(s) of Owner(s): _____

Print Name(s): Roger Fina - Village Professional Park, LLC

NOTARY

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13 day of Aug, 20 15 by Roger C. Fina. He/She is personally known to me or has produced FL-DL as identification and did/did not take an oath.

Debra L Yanes
(Signature of Notary)

Debra L. Yanes
(Name – Must be typed, printed, or stamped)

My Commission Expires: _____

(NOTARY'S SEAL OR STAMP)

DEBRA L. YANES
Notary Public - State of Florida
My Comm. Expires Sep 25, 2018
Commission # FF 163639

IX. AGENT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Signature(s) of Agent(s): Jennifer Vail

Print Name(s): Jennifer Vail - Wantman Group, Inc.

NOTARY

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of August, 2015 by Jennifer Vail. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

Cindy Little
(Signature of Notary)

My Commission Expires: 3-31-18

Cindy Little
(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)

CINDY LITTLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108252
Expires 3/31/2018

THE VILLAGE OF WELLINGTON

Planning & Zoning

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 pzapplications@wellingtonfl.gov

STAFF USE ONLY
Intake Date:_____
By:_____
Petition #_____

PART 2: ZONING TEXT AMENDMENT

I. SUBMITTAL CHECKLIST

PLEASE CHECK YES	NO	NA	
☑	☐	☐	a. Provide five (5) copies of the following items: 1. Completed application (Part 1 and Part 2)
☑	☐	☐	2. Completed Justification Statement attached to application.
☑	☐	☐	3. Exact proposed language of Zoning Text Amendment. Include the type of amendment (supplement, modification, repeal) and the sections of the Land Development Regulations that will be affected
☑	☐	☐	b. Application fee.
☑	☐	☐	c. Electronic files (PDF, JPEG, Word) of all items on the checklist, including the application, saved with proper corresponding title.

II. JUSTIFICATION STATEMENT
(Attach five (copies) to Application)

The applicant shall provide a written Justification Statement to explain how the request conforms to the following:

A. Reason and need for the requested text change. (Why is the proposed zoning text amendment necessary?)

B. Reason for the present text being invalid or inappropriate. (State specific evidence or example of the claim.)

C. Explain how the proposed amendment complies with the objectives and purposes of Wellington's Comprehensive Plan. (With appropriate consideration as to whether the proposed change will further the purposes of these objectives or other Wellington Codes, regulations and actions designed to implement the Comprehensive Plan)

WGI™

JUSTIFICATION STATEMENT
Village Professional Park, LLC
Zoning Text Amendment
Village of Wellington, Florida
Initial Submittal: August 13, 2015

REQUEST

Village Professional Park, LLC, a Florida limited liability company, is requesting a Zoning Text Amendment to the Village of Wellington Land Development Regulations (LDRs) to remove the maximum 60 acre land area limitation for the Mixed Use Planned Development District (MXPD).

The proposed text amendments are explained below:

Table 6.8.8-23 – Minimum Number of Land Uses in a Mixed Use Development

Table 6.8.8.23 currently reads as follows:

Number of Acres	Minimum Number of Land Uses
5 - 10	2
More than 10 - 30	3
More than 30 - 60	4

It is proposed to delete the maximum 60 acre land area limitation in Table 6.8.8-23 as follows (amended text underlined):

Number of Acres	Minimum Number of Land Uses
5 - 10	2
More than 10 - 30	3
<u>More than 30</u>	4

Section 6.8.7.H.2 – Minimum and Maximum Land Area for an MXPD

Section 6.8.7.H.2 of the LDRs currently reads as follows:

> *"2. Minimum and Maximum Land Area. The minimum land area for a MXPD shall be five (5) acres and the maximum land area shall be sixty (60) acres."*

It is proposed to delete the maximum land area limitation of 60 acres. The proposed amended language for Section 6.8.7.H.2 is as follows:

> *"2. Minimum Land Area. The minimum land area for a MXPD shall be five (5) acres."*

Table 6.8.8-25 – Maximum Residential Density

Table 6.8.8-25 contains maximum residential densities for mixed use development based on land area. An extract from the table with the current land area allocations is provided below (the entire table has not been included in order to be more succinct with respect to the proposed change).

Mixed Category / Residential Type	Use	Maximum Residential Density		
		5 – 10 acres	10 – 30 acres	More than 30 - 60 acres

It is proposed to delete the maximum 60 acre land area limitation in Table 6.8.8-25 as follows (amended text underlined):

Mixed Category / Residential Type	Use	Maximum Residential Density		
		5 – 10 acres	10 – 30 acres	<u>More than 30 acres</u>

<u>JUSTIFICATION</u>

The Village of Wellington specifies criteria for assessment of a Zoning Text Amendment. The following are the Applicant's responses to these standards:

A. Reason and need for the requested text change. (Why is the proposed zoning text amendment necessary?)

The proposed text amendment is necessary in order to enable mixed use development on parcels greater than 60 acres in area within the Village of Wellington. Retaining the maximum 60 acre limitation will prohibit some properties within the Village from being able to develop as a Mixed Use, where this can be demonstrated that this is the most suitable use of the land.

For example, the proposed Annexation and Mixed Use requested for the Village Professional Park / B & T Farms/ R & J Farms property exceeds 60 acres in land area and could not pursue an MXPD Zoning even though this is a suitable use for the land.

B. Reason for the present text being invalid or inappropriate. (State specific evidence or example of the claim.)

At the time the MXPD provisions were introduced there was not known to be any property in the Village which exceeded the maximum 60 acre threshold and desired a MXPD zoning. Any sites which had mixed use options and exceeded 60 acres were developed under the MUPD use, which prevented the inclusion of residential uses.

The proposed annexation of the approx. 10 acre parcel owned by Village Professional Park has identified the limitation of the current LDRs and prevents reasonable development of land with an appropriate use. Strict interpretation of the current LDR requirements could result in piecemeal development, with smaller parcels being excluded from development in order to comply with the maximum 60 acre requirement. The resultant outcome will lead to fragmented development and built form with inadequate integration of land uses.

C. Explain how the proposed amendment complies with the objectives and purposes of Wellington's Comprehensive Plan. (With appropriate consideration as to whether the proposed change will further the purposes of these objectives or other Wellington Codes, regulations and actions designed to implement the Comprehensive Plan)

The proposed text amendment complies with the objectives and purposes of the Comprehensive Plan in that removal of the 60 acre limitation will provide better development outcomes and allow for the creation of land use patterns which provide for integration of uses and well-planned developments. The proposed amendment will discourage piecemeal development of land, promote infill development on parcels of land greater than 60 acres in area and encourage uses which respect the desired character of the area.

CONCLUSION AND REQUEST

The proposal meets all statutory requirements for a Text Amendment and the Owner respectfully requests approval of the request.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

VILLAGE PROFESSIONAL PARK, LLC

Filing Information

Document Number	L05000025857
FEI/EIN Number	20-4035807
Date Filed	03/15/2005
Effective Date	03/14/2005
State	FL
Status	ACTIVE

Principal Address

10321 W ATLANTIC AVE
DELRAY BEACH, FL 33446

Changed: 03/13/2006

Mailing Address

10321 W ATLANTIC AVE
DELRAY BEACH, FL 33446

Changed: 03/13/2006

Registered Agent Name & Address

FINA, ROGER
10321 W ATLANTIC AVE
DELRAY BEACH, FL 33446

Name Changed: 04/28/2008

Address Changed: 04/28/2008

Authorized Person(s) Detail

Name & Address

Title MGRM

FINA, ROGER
10321 W. ATLANTIC AVE.
DELRAY BEACH, FL 33446

Annual Reports

Report Year	Filed Date
2013	04/30/2013
2014	04/10/2014
2015	03/05/2015

Document Images

03/05/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
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03/29/2007 -- ANNUAL REPORT	View image in PDF format
03/13/2006 -- ANNUAL REPORT	View image in PDF format
03/15/2005 -- Florida Limited Liabilites	View image in PDF format

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State of Florida, Department of State

WC#89

SOUTHEAST GUARANTY & TITLE, INC.
824 U.S. Highway 1, Suite 345
North Palm Beach, Florida 33408
2015 02008

CFN 20150128624
OR BK 27457 PG 0001
RECORDED 04/10/2015 09:36:38
Palm Beach County, Florida
AMT 1,150,000.00
Doc Stamp 8,050.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0001 - 2; (2pgs)

PREPARED BY AND RETURN TO:
Margaret Jackson, Contract Analyst
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-018-0110
Closing Date: 3/20/2015
Purchase Price: $1,150,000.00

COUNTY DEED

This COUNTY DEED, made Feb 3, 2015, by **PALM BEACH COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33415-5605, "County", and Village Professional Park, LLC, a Florida limited liability company, whose legal mailing address is 10321 West Atlantic Avenue, Delray Beach, Florida 33446, "Grantee".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (¾) interest in, and title in and to an undivided three-fourths (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (½) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Shelley Vana, Mayor

(OFFICIAL SEAL)

Exhibit "A"

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

This is not a certified copy

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2377 Crawford Court
Lantana, FL 33462-2511
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Email richard.chip.carlson@usa.net

RECEIVED
APR 28 2016
VILLAGE OF WELLINGTON
PLANNING AND ZONING DIVISION

JUSTIFICATION STATEMENT
Village Professional Park, LLC
Zoning Text Amendment
Village of Wellington, Florida
Initial Submittal: August 13, 201
Revised April 27, 2016

Village Professional Park, LLC, the Applicant, is requesting two Zoning Text amendments to the Village of Wellington Land Development Regulations ("LDR's"). One is to remove the maximum 60-acre size limitation for an MXPD, thereby allowing MXPD's to be larger than 60 acres. The second is to eliminate the requirement that both Commercial and Office Uses be included in MXPD's which are larger than 30 acres.

The two changes will bring more flexibility to the decision-makers in evaluating whether a MXPD should be approved, and what form and uses should be established in that particular MXPD. Presently the rules flatly limit the discretion of the policy-makers. These limitations not only can be detrimental to a particular MXPD, but can be detrimental to the area in which and MXPD is proposed and the Village as a whole.

There is absolutely no sound planning principle underlying these two limitations on decision-makers. Removal of the 60-acre cap and the requirement for both Commercial and Office uses does not result in any loss of guiding principles for mixed-use developments. There are adequate guidelines throughout the mixed-use policies of the Comp Plan MXD and the MXPD land development regulations without these artificial limitations.

And as to the requirement for both Commercial and Offices uses in an MXPD larger than 30 acres, that restriction is found only in the Land Development Regulations. It is not in the Comp Plan.

<u>Changes Necessary to Eliminate Sixty-Acre Cap</u>.

Elimination of the sixty-acre cap involves amending the text of Section 6.8.7.H.2, as well as amending two tables – Table 6.8.8-23 and Table 6.8.8-25 - to conform with the text amendment, all of which are set forth below.

Section 6.8.7.H.2 provides:

> *"2. Minimum and Maximum Land Area. The minimum land area for a MXPD shall be five (5) acres and the maximum land area shall be sixty (60) acres."*

The request is to delete the sixty-acre cap, as follows, with the deleted language shown in ~~strike through~~:

"2. Minimum Land Area. The minimum land area for a MXPD shall be five (5) acres ~~and the maximum land area shall be sixty (60) acres~~."

Table 6.8.8-23 provides:

Table 6.8.8-23 – Minimum Number of Land Uses in a Mixed Use Development

Number of Acres	Minimum Number of Land Uses
5—10	2
More than 10—30	3
More than 30—60	4

The proposed amendment would provide, as follows (amended text shown in ~~strike through~~):

Table 6.8.8-23 – Minimum Number of Land Uses in a Mixed Use Development

Number of Acres	Minimum Number of Land Uses
5—10	2
More than 10—30	3
More than 30~~—60~~	4

Table 6.8.8-25 contains maximum residential densities for mixed use development based on land area. An extract from the table with the current land area allocations is provided below (the entire table has not been included in order to be more succinct with respect to the proposed change).

Table 6.8.8-25
Maximum Residential Density

Mixed Category/ Residential Type	Use	Minimum Residential Density		
		5-10 Acres	More than 10 Acres to 30 Acres	More than 30 to 60 Acres

The proposed amendment would delete the maximum 60-acre land area limitation in Table 6.8.8-25 as follows (amended text shown in ~~strike through~~):

Table 6.8.8-25
Maximum Residential Density

Mixed Category/ Residential Type	Use	Minimum Residential Density		
		5-10 Acres	More than 10 Acres to 30 Acres	More than 30 ~~to 60~~ Acres

<u>Changes Necessary to Eliminate Requirement for Both Commercial and Office Uses</u>.

As noted above, the requirement for both Commercial and Office land uses is found only in the Land Development Regulations. The Comprehensive Plan – which is the policy-document of the Village – does not require both uses.

Presently, Section 6.8.7.J provides:

6.8.7.J. **Additional Standards.** The following are additional standards affecting land allocations for a MXPD.

1. Commercial or Office Land Use. Either Commercial or Office land use is required as an element of mixed use development, but not both, *except when a development consists of at least thirty (30) acres. For a development consisting of at least thirty (30) acres, both Commercial and Office land uses shall be required.*

The italicized language is the language added by the LDR's, and not found in the Comp Plan.

The proposal is to eliminate the italicized language, as follows, with the deleted language shown as ~~strike-through~~:

6.8.7.J. **Additional Standards.** The following are additional standards affecting land allocations for a MXPD.

1. Commercial or Office Land Use. Either Commercial or Office land use is required as an element of mixed use development, but not both~~, except when a development consists of at least thirty (30) acres. For a development consisting of at least thirty (30) acres, both Commercial and Office land uses shall be required~~.

This change will bring the Land Development Regulations into conformity with exactly what is provided for in the MXD Policy of the Comprehensive Plan.

JUSTIFICATION

Both the amendments proposed – elimination of the 60-acre cap and the requirement for both Commercial and Office uses – allow the Village Council to evaluate the full range of merits of a particular MXPD proposal.

As to the 60-acre cap it is nonsensical to limit the size artificially. In fact, the larger a mixed use development the better it can be planned to accommodate various desired uses. Larger projects allow for a better interrelationship, and synergy, between uses.

Similarly, as to the requirement for both Commercial and Office uses, that rigid approach mandates uses which may not be the most appropriate, desirable, or beneficial to an area. For example, for an area which has a significant amount of office uses, an unbending mandate that additional office uses be provided is not in the public interest. This is particularly true where the proposed mixed-use project is part of an area where interconnectivity is, or will be, provided between the project and adjacent or nearby uses. Instead of mandating more office, for example, the decision should be to tailor the mixed-use project to the unique character of the area, thereby creating a project that, along with the adjacent or nearby uses, creates the synergy which is the cornerstone of mixed-use policies.

The last thing the Village should promote in mixed-use developments is an overabundance of a particular use in an area.

Mandating particular uses that are not desirable is not only sometimes bad planning, it may have the effect of leaving areas unbuilt. If there is no market-demand for a particular use in an area, no matter how much visionary planning is brought to bear, uses which the market does not warrant won't get built, and perhaps not even pursued.

Wellington Zoning Text Amendment Criteria. The Village of Wellington specifies criteria for assessment of a Zoning Text Amendment. There are three criteria, each of which is set below in bold font, followed with the response to each criterion.

Reason and need for the requested text change. (Why is the proposed zoning text amendment necessary?)
As outlined above, the amendments are needed to provide the decision-makers – the Village Council – with the ability to make decisions not based on, or limited by, unbending rules, but on the particular merits of a proposed MXPD. Absent the flexibility provided by the amendments, a particular area which lends itself to being planned and approved as a MXPD would be proscribed, and uses which are not in the best interest of the Village, might be mandatory.

In the case of the proposed Village Lake Center (fka Village Professional Park) the Village would be precluded from including in the MXPD the recently-annexed property which is adjacent to, and planned and designed to be part of, the MXPD. This is utterly nonsensical. Moreover, office uses are the predominate use in the immediate area of Village Lake Center. By requiring office uses, the Village might end up with partial development. Also, as to the Village Lake Center, it is being planned with interconnectivity both to the existing office uses to the south and future uses to the north. And that interconnectivity will continue through the vacant property immediately to the north and into the Wellington Reserve Office Park, which has a mix of uses, including office uses. Providing for the flexibility to allow the Village Council to approve uses other than office uses provides the opportunity to include uses which may be more beneficial to the entire interconnected area than more office uses. Note that removing the requirement for both Commercial and Office is not a mandate. It does not preclude the ability to provide for both these uses.

B. Reason for the present text being invalid or inappropriate. (State specific evidence or example of the claim.)
The current provisions are part of an extraordinarily detailed set of provisions which limit flexibility. While detail assists the decision-makers in understanding the goals of mixed-use developments,

establishing unbending requirements that don't allow consideration of what might be clearly better planning is nonsensical. It is likely that at the time the MXPD provisions were introduced, there was not known to be any property under single ownership (other than K-Park) in the Village which exceeded the maximum 60-acre threshold. And as to mandating both Commercial and Office uses, the unbending rule does not allow for appropriate consideration of an area outside of the boundaries of a proposed MXPD.

Not adopting these proposed amendments could result in piecemeal development, with smaller parcels being excluded from development in order to comply with the maximum 60-acre requirement, and uses which are not appropriate being mandated by unbending rules.

C. Explain how the proposed amendment complies with the objectives and purposes of Wellington's Comprehensive Plan. (With appropriate consideration as to whether the proposed change will further the purposes of these objectives or other Wellington Codes, regulations and actions designed to implement the Comprehensive Plan)

The proposed text amendments comply with the goals, objectives, policies, and purposes of the Comprehensive Plan in that removal of the 60-acre limitation will provide better development outcomes and allow for the creation of land use patterns which provide for integration of uses and well-planned developments. The amendment will discourage piecemeal development of land, promote infill development on parcels of land greater than 60 acres in area, and encourage uses which respect the desired character of the area.

Moreover, as to the removal of the requirement for both Commercial and Office uses, the amendment will bring the LDR's into conformance with the exact policy in the MXD land use text.

Conclusion. Both proposed amendments create flexibility for the Village and more effectively promote the principles of mixed-use developments, and should be adopted.

Respectively submitted,

Richard W. Carlson

Richard W. Carlson, Jr., Esq.

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0273, **Version:** 1

ITEM: ORDINANCE NO. 2016-19 (AMENDMENT TO CHAPTER 2, ARTICLE IV, SECTION 2-198 "HEARINGS"; SECTION 2-199 "FINES; IMPOSITION OF LIENS"; AND SECTION 2-201 "SERVICE OF NOTICE; METHODS")

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 2, ARTICLE IV, AMENDING SECTION 2-198 ENTITLED "HEARINGS"; AMENDING SECTION 2-199 ENTITLED "FINES; IMPOSITION OF LIENS"; AMENDING SECTION 2-201 ENTITLED "SERVICE OF NOTICE; METHODS"; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2016-19 amending Sections 2-198 relating to hearings, Section 2-199 relating to fines and Section 2-201 relating to service of notice methods for certified mail and publication to conform to Chapter 162.12, Florida Statutes and to clarify that Motions for Rehearing or Reconsideration are not permitted.

EXPLANATION: The current code is silent with regard to Motions for Rehearing or Reconsideration. The proposed amendment to Section 2-198 would conform Wellington's Code to the Florida Statutes and would clarify that Motions for Rehearing or Reconsideration are not permitted.

In addition, the current code provides the criteria under which the special magistrates may reduce a fine based upon, among other things, the financial ability of the violator to pay the full amount of the fine. The proposed amendment to Section 2-199 would eliminate the consideration of whether the violator has the financial ability to pay the full amount of the fine, because such factor is not provided for by Chapter 162, Florida Statutes.

Lastly, the current code provides that notice is to be provided to the alleged violator by certified mail, return receipt requested and provides for additional notice at the option of the special magistrate. This method differs from the method set forth under F.S. § 162.12. The proposed ordinance would conform Wellington's requirements to Florida law.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2016-19 amending Sections 2-198 relating to hearings, Section 2-199 relating to fines and Section 2-201 relating to service of notice methods for certified mail and

File #: 16-0273, **Version:** 1

publication.

ORDINANCE NO. 2016-19

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV, AMENDING SECTION 2-198 ENTITLED "HEARINGS"; AMENDING SECTION 2-199 ENTITLED "FINES; IMPOSITION OF LIENS"; AMENDING SECTION 2-201 ENTITLED "SERVICE OF NOTICE; METHODS"; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Ordinance is enacted pursuant to Article VIII of the Florida Constitution, Chapters 162 and 166 of the *Florida Statutes*, the Charter of the Village of Wellington; and the police powers of the Village of Wellington; and

WHEREAS, the Village Council has determined that the Code of Ordinances should be revised to address the finality of code enforcement orders rendered by Wellington's Special Magistrates and that, in order to ensure finality, motions for rehearing or reconsideration of Special Magistrate final orders shall be prohibited; and

WHEREAS, the Village Council has determined that a property owner's financial ability to pay is not a proper basis for determining the amount of a fine and is not one of the factors to be considered, as set forth in Chapter 162, *Florida Statutes*; and

WHEREAS, the Village Council has also determined that the notice procedures for code enforcement violations should be updated to be consistent with the notice requirements set forth in section 162.12, *Florida Statutes*;

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

SECTION 1: Section 2-198 of the Code of Ordinances, Village of Wellington, is hereby amended to read as follows:

Sec. 2-198. - Hearings.

(a) *Conduct.* Hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. They shall, however, be conducted in accordance with accepted parliamentary procedures relative to motions, votes and decisions. Fundamental due process shall be observed and shall govern all hearings.

(b) *Minutes; provision of clerical and administrative personnel.* Minutes shall be kept of all hearings, and all hearings shall be open to the public. The code enforcement clerk shall provide clerical and administrative personnel as may be

reasonably required by the special magistrate for the proper performance of its duties.

(c) *Presentation of case; recovery of costs.* Each case before the special magistrate shall be presented by the village attorney, or by a member of the village staff. If the village prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate, and such costs may be included in a lien authorized by this article and applicable laws.

(d) *Testimony.* The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and the alleged violator.

(e) *Rights of parties to hearing.* Each party to the hearing shall have the right to:

(1) Call and examine witnesses.
(2) Introduce exhibits.
(3) Cross-examine opposing witnesses.
(4) Impeach witnesses.
(5) Rebut evidence.

(f) *Representation of alleged violator.* The alleged violator has the right to be represented by an attorney at all hearings before the special magistrate.

(g) *Evidence.* All relevant evidence shall be admitted if, in the opinion of the special magistrate, it is the type of evidence upon which reasonable and responsible persons would normally rely in the conduct of business affairs, regardless of the existence of any common law or statutory rule which might make such evidence inadmissible over objections in civil actions. The special magistrate may exclude irrelevant or unduly repetitious evidence. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.

(h) *Findings of fact; issuance of orders.* At the conclusion of the hearing, special magistrate shall issue findings of fact based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted in this article. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in F.S. § 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by such date.

(i) *Motions for rehearing or reconsideration of orders.* Motions for rehearing, motions for reconsideration, or any other motion that seeks to have the special magistrate overturn a previously issued order are not permitted and shall not be

considered by a special magistrate.

SECTION 3: Section 2-199 of the Code of Ordinances, Village of Wellington, is hereby amended to read as follows:

Sec. 2-199. Fines; imposition of liens.

(b) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. It may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property. A fine imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to F.S. § 162.09, whichever occurs first. Once a violator comes into compliance, the violator may request a reduction of the fine from the special magistrate. In making the determination on whether to reduce a fine, following compliance, the special magistrate may take into consideration the gravity of the violation, any actions taken by the violator to correct the violation, any previous or subsequent violations committed by the violator, and/or whether there were~~as~~ intervening matters that prevented or obstructed the violator from timely complying with the order to correct the violation. ~~and/or the financial ability of the violator to pay the full amount of the fine.~~ A lien arising from a fine imposed pursuant to this article runs in favor of the village council, and the village council may execute a satisfaction or release of lien entered pursuant to this article. After three months from the filing of any such lien which remains unpaid, the special magistrate may authorize the village attorney to foreclose on the lien, or to sue to recover a money judgment for the amount of the lien, plus accrued interest. No lien created pursuant to the provisions of this article may be foreclosed on real property which is a homestead under section 4, article X of the state constitution.

SECTION 3: Section 2-201 of the Code of Ordinances, Village of Wellington, is hereby amended to read as follows:

Sec. 2-201. - Service of notice; methods.

(a) All notices required by this part must be provided to the alleged violator by:

(1) Certified mail~~, return receipt requested,~~ to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The local government may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If the only notice provided was~~any notice~~ sent by certified mail and was ~~is~~ not signed as received within 30 days after the

postmarked date of mailing, additional notice may be provided by posting as described in subsection (b);

(2) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(4) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(b) In addition to providing notice as set forth in subsection (a), ~~at the option of the special magistrate,~~ notice may also be served as provided in F.S. §162.12(2) by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the special magistrate is located. The newspaper shall meet such requirements as are prescribed under chapter 50 of the Florida Statutes for legal and official advertisements.

(2) Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(3) In lieu of publication as described in paragraph (~~a~~b(1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be in a conspicuous place at the village municipal complex.

(4) Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(5) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

(6) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as provided in subsection (b), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

SECTION 4. 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 5: Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole as a whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 6: This Ordinance shall become effective immediately upon adoption of the Wellington Council following second reading.

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 McGovern, Vice Mayor	_____	_____
_____ Michael Drahos, Councilman	_____	_____
_____ Michael Napoleone, Councilman	_____	_____
_____ Tanya Siskind, Councilwoman	_____	_____

ATTEST:

BY: _____
Rachel Callovi, CMC, Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Laurie Cohen, Village Attorney

Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Legislation Text

File #: 16-0493, **Version:** 1

ITEM: ORDINANCE NO. 2016-22 (BOARDS AND COMMITTEES)

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, 2-292 ENTITLED "REMOVAL OF BOARD AND COMMITTEE MEMBERS"; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval on first reading of Ordinance No. 2016-22.

EXPLANATION: Section 2-292 of Wellington's Code of Ordinances currently provides that any board or committee member who, during the course of their two-year term, has two consecutive unexcused absences or four absences out of the last six meetings, whether excused or unexcused, from regular meetings shall be automatically removed as board members. The code defines "excused absence" (i) illness of a board or committee member or other person for whom the member is a caregiver; (ii) death of a board or committee member's relative; (iii) observance of religious holidays; and (iv) compliance with a subpoena or other legal process. The proposed amendment modifies the definition of "excused absence" to include absences resulting from events reasonably beyond the board member's control and corrects a scrivener's error at the end of paragraph (a).

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: YES **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval on first reading of Ordinance No. 2016-22.

ORDINANCE NO. 2016-22

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, 2-292 ENTITLED "REMOVAL OF BOARD AND COMMITTEE MEMBERS"; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VI of Chapter 2 of Wellington's Code of Ordinances provides for the creation of and procedures for Wellington's various boards and committees; and

WHEREAS, Wellington's Council passed Ordinance No. 2011-10 providing for the procedure for removal of board and committee members;

WHEREAS, Wellington's Council passed Ordinance No. 2014-24 further clarifying the excused absences and amending the grounds for removal of board members for reasons other than absenteeism, removing the appeal process associated with the removal of a board member, and adding a provision relating to the ineligibility of the member to be reappointed for a period of two (2) years following the effective date of the removal; and

WHEREAS, all Wellington boards and committees, except as otherwise provided by law or ordinance, consist of seven regular members, five of whom are appointed by each individual Council member and two of whom are appointed at large by majority vote of the Council; and

WHEREAS, in order to ensure that Wellington's boards and committees operate efficiently, the Wellington Council has determined that revisions to the existing ordinance relating to excused absences and to correct a scrivener's error are necessary.

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

SECTION 1: Section 2-292 (a) of Wellington's Code of Ordinances shall be amended to read as follows:

Section 2-292. Removal of board and committee members.

(a) *Removal based on absenteeism.* Active participation by members of the boards and committees is essential to the effectiveness of the board or committee operations. It is therefore necessary for members to attend the meetings as frequently as possible. As important as participation and attendance is, Wellington's Council understands that a member's activities and other obligations of either a personal or professional nature will on

occasion take precedence over their participation in board or committee activities. If a member recognizes they will not be able to fully and regularly participate in the board or committee meetings they should resign from the board or committee and allow the council to fill the vacancy created by their resignation. In order to maintain a standard of commitment from the members they shall be subject to removal from their position as a member of a board or committee under the following circumstances. Any member of a board or committee, during the course of their two-year term, who has three consecutive unexcused absences or four absences out of the last six meetings, whether excused or unexcused, from regular meetings shall be automatically removed as a member of the respective board or committee. For purposes of this section, the term "excused absence" shall mean: (i) illness of a board or committee member or other person for whom the member is a caregiver; (ii) death of a board or committee member's relative; (iii) observance of religious holidays; ~~and~~ (iv) compliance with a subpoena or other legal process; and (v) absence resulting from events reasonably beyond the control of the board or committee member. ~~shall be ineligible for reappointment to a board or committee for a period of two years following the effective date of their removal.~~

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

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

SECTION 5: This Ordinance shall become effective immediately upon adoption of the Wellington Council following second reading.

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 McGovern, Vice Mayor	_____	_____
_____ Michael Drahos, Councilman	_____	_____
_____ Michael Napoleone, Councilman	_____	_____
_____ Tanya Siskind, Councilwoman	_____	_____

ATTEST:

BY: _____
Rachel Callovi, Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Laurie S. Cohen, Village Attorney

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