

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Meeting Agenda

Wednesday, April 12, 2017

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****3. INVOCATION**

Deacon Al Payne, St. Therese de Lisieux Catholic Church, Wellington

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

- A.** [17-1100](#) MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF MARCH 14, 2017

Approval of the Minutes of the Regular Wellington Council Meeting of March 14, 2017.

- B.** **17-1078** A PROCLAMATION OF THE VILLAGE COUNCIL OF WELLINGTON, FLORIDA COMMENDING THE FLORIDA ASSOCIATION OF CITY CLERKS FOR ITS 45TH ANNIVERSARY

Presentation of a Proclamation Commending the Florida Association of City Clerks (FACC) for its 45th Anniversary.

- C.** **17-0709** AUTHORIZATION TO EXECUTE A LEASE AGREEMENT BETWEEN ACME IMPROVEMENT DISTRICT AND J. ALDERMAN FARMS, INC. FOR THE K-PARK SITE

Authorization to execute a lease agreement between Acme Improvement District and J. Alderman Farms, Inc. for the K-Park site in the amount of \$40,000 annually.

- D.** **17-0938** AUTHORIZATION TO RENEW AN ANNUAL AUDITING SERVICES CONTRACT WITH GRAU AND ASSOCIATES

Authorization to renew an annual auditing services contract with Grau and Associates, for three years, in the amount of \$70,000 (2017), \$72,000 (2018) and \$74,000 (2019).

- E.** **17-0714** AUTHORIZATION TO NEGOTIATE A CONTRACT TO PROVIDE A HOUSING AND ECONOMIC IMPACT STUDY

Authorization to negotiate a contract with Strategic Planning Group, Inc., to provide the Village with a housing and economic impact study.

- F.** **17-0713** AUTHORIZATION TO RENEW AN EXISTING AGREEMENT WITH COMMUNITY CHAMPIONS TO PROVIDE FORECLOSURE REGISTRY SERVICES

Authorization to renew contract #020-13/ED with Community Champions to provide foreclosure registry services to the Village.

G. 17-0718 AUTHORIZATION TO RENEW EXISTING CONTRACTS FOR MULCH, PINE STRAW AND GROUND PREPARATION MATERIAL

Authorization to renew existing contracts with a primary and secondary vendor for mulch, pine straw and ground preparation in the amount of approximately \$88,000.00 annually.

H. 17-0719 AUTHORIZATION TO RENEW EXISTING CONTRACTS FOR THE PURCHASE AND DELIVERY OF FILL MATERIALS

Authorization to renew existing contracts with a primary and secondary vendor for the purchase and delivery of fill materials in the amount of approximately \$43,000 annually.

I. 17-1033 AUTHORIZATION TO UTILIZE EXISTING CONTRACTS FOR THE 12TH FAIRWAY AND PINWOOD EAST DRAINAGE SYSTEM PROJECTS

Authorization to utilize previously awarded contracts for two drainage system projects, not to exceed \$202,000.

7. PUBLIC HEARINGS

8. REGULAR AGENDA

A. 17-1030 AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING SERVICES FOR THE C-23 CANAL IMPROVEMENTS AND PIERSON ROAD/SOUTH SHORE BOULEVARD INTERSECTION MASTER PLAN DEVELOPMENT

Authorization to approve a task order to Mock Roos and Associates, Inc., not to exceed \$49,871.00, to provide engineering services to develop a master plan and estimated project cost for the C-23 Canal Improvements and Pierson Road/South Shore Boulevard intersection improvements.

B. [17-1058](#) DISCUSSION OF THE VILLAGE ATTORNEY'S EMPLOYMENT AGREEMENT

Council discussion of the Village Attorney's Employment Agreement.

9. PUBLIC FORUM

10. ATTORNEY'S REPORT

11. MANAGER'S REPORTS

12. COUNCIL REPORTS

13. ADJOURNMENT

NOTICE

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

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



Village of Wellington

Legislation Text

File #: 17-1100, **Version:** 1

ITEM: MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF MARCH 14, 2017

REQUEST: Approval of the Minutes of the Regular Wellington Council Meeting of March 14, 2017.

EXPLANATION: The Minutes of the Regular Wellington Council Meeting of March 14, 2017 are attached for Council's review and approval.

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 Council Meeting of March 14, 2017.

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

Wellington Village Hall
12300 Forest Hill Blvd
Wellington, FL 33414

Tuesday, March 14, 2017
7:00 p.m.

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, March 14, 2017, 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, Deputy Clerk.

1. **CALL TO ORDER** - Mayor Gerwig called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE** – Cub Scout Troop #208 led the Pledge of Allegiance.
3. **INVOCATION** - Rev. Emily Denmark-McGee, Associate Pastor, St. Peter's United Methodist Church, Wellington, delivered the invocation.
4. **APPROVAL OF AGENDA**

Mr. Schofield indicated staff recommended approval of the Agenda with one amendment: Pull Consent item 6F, Resolution No. R2017-12 (Lake Okeechobee Regional Compact), and bring it back to Council towards the end of the month.

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

5. PRESENTATIONS AND PROCLAMATIONS

- A. **17-0999** A PROCLAMATION OF THE VILLAGE COUNCIL OF WELLINGTON, FLORIDA, RECOGNIZING LUCY DAVIS, KENT FARRINGTON, BEEZIE MADDEN, AND MCLAIN WARD ON THEIR 2016 OLYMPIC TEAM SILVER MEDAL IN SHOW JUMPING AND ALLISON BROCK, LAURA GRAVES, KASEY PERRY-GLASS, AND STEFFEN PETERS ON THEIR 2016 OLYMPIC TEAM BRONZE MEDAL IN DRESSAGE AT THE 2016 OLYMPICS IN RIO DE JANEIRO, BRAZIL

Mr. Schofield introduced the item. Ms. Callovi read the proclamation.

Ms. Beezie Madden and Ms. Kasey Perry-Glass were in attendance at the meeting. They both spoke about the difficulties their teams faced in order to win their medals. They thanked Council for the honor and the Village of Wellington for all of the facilities and fantastic training grounds.

Council congratulated them on winning their Olympic medals and expressed how proud they were of them for representing this community and the country. Council believed the Olympians were setting a great example for the young riders. Councilman Drahos specifically thanked Robert Dover for his contributions and for being a great ambassador for the sport.

At this time, Council presented Ms. Madden and Ms. Perry-Glass with the proclamation and took pictures with them as well.

B. 17-0991 PALM BEACH COUNTY FIRE RESCUE ANNUAL REPORT PRESENTATION

Mr. Schofield introduced the item.

District Chief Michael Arena introduced himself as well as District Chief Bill Rowley. He stated he will be retiring in June and District Chief Rowley will be taking his place.

District Chief Arena reviewed the Palm Beach County Fire Rescue Annual Report for FY 2016.

Emergency Response Activity:

- 4,858 emergency calls were received in the Village of Wellington, with 72% being medical calls followed by vehicle accidents. There was a slight increase in calls from FY2016 which was at 4,646. This was attributed to the population density, all of the construction, and more vehicles on the road. The average response time is good and stable at six minutes and forty seconds; however, they are always working to improve it as it is one of their biggest priorities.

Auto Accidents:

- Auto accidents were one of their most serious calls. He stated they were constantly training on how to cut vehicles apart to get the people out of them.

Structure Fires:

- There are not many structure fires in Wellington, but they do respond per national standard with the amount of people to effectively mitigate them. They are fortunate to have a large system, so they can always get help when one of these calls comes in.

Fire Stations:

- Four fire stations service Wellington along with the other 45 stations in their system that can provide coverage if they are busy or in training, etc. Service is also provided through a regional system and everything is dispatched out of their main dispatch center located on Southern Blvd and Military Trail.

Vehicles and Equipment:

- Regarding their capital improvement and replacement program, Chief Arena explained they replace and service the vehicles as needed. He said they ensure their fleet is in an

excellent state of readiness at all times.

Special Event Activities:

- Fire Rescue is involved in Village events, i.e., activities at Pierson Park or Public Safety Day at the Boys and Girls Club or events at the Mall. They work with Village staff in those efforts.

Community Assistance Team:

- Fire Rescue's Community Assistance Team is volunteer based and responds to calls that have a significant impact on the family, such as a cardiac arrest or fire. Volunteers assist family members who may not know how to handle it, for example, getting them in contact with their insurance, the Red Cross, or other governmental agencies.

Fire Rescue Continuing Education:

- Firefighters do a lot of continuing education, as they train just about every day. Their main training facility is located on Pike Road near the Turnpike. Council members should contact them if they were interested in a tour.

Fire and Safety Inspections:

- All of the businesses in Wellington are inspected at least annually and whenever there is an issue. Keeping up with the gates and the Knox-boxes is an ongoing process in the gated communities,

Community Education Programs:

- Fire Rescue is very involved in community education giving fire safety presentations at the schools as well as other community education. They had a total of 7,177 contact hours last year in Wellington.

Regarding the response time average, Councilwoman Siskind asked what attributed to the seven second difference from fiscal year 2015 to 2016. District Chief Arena stated it could be attributed to constantly upgrading their dispatch; an increase in calls; and an increase in road traffic. He said the jump in the average was only a couple of seconds, but they constantly monitor it. Councilwoman Siskind further noted the response time average went down in 2015. District Chief Arena indicated in some years the call volume remained low; however, it is starting to increase. He said the call volume increases when the population increases along with the other factors.

Vice Mayor McGovern asked if they related the increase in total calls from fiscal year 2015 to 2016 to any specific type of call or particular problem. District Chief Arena explained he has a breakdown of every call. But he did not want to put that much detail into the report, because the industry is constantly changing the way they classify the calls. He said he lumped together the car accidents, medicals, fires, etc., just to get an idea. However, they try to adapt to the trends and provide public education programs based on those trends. Vice Mayor McGovern then asked about the last three years staying relatively close to 4,600 calls and then going up to 4,850 calls. District Chief Arena indicated many of those calls were at the mall. He noted a majority of the car accidents were at the mall.

Councilman Napoleone asked for more detail on the medical calls. Chief District Arena indicated they received 3,500 medical calls: sick person 519; fall with injuries 516; respiratory, trouble breathing 324; chest pain 99; unconscious/unresponsive 176, etc. He said he could get

Council all of that information.

Mayor Gerwig asked about opioid abuse in Wellington. District Chief Arena stated over the last couple of years it has become a bigger issue. He said for years they classified the overdose/intoxication calls into one category, but they are now looking at those calls a bit closer. He stated Wellington had 74 overdose/intoxications in 2012, 82 in 2013, 86 in 2014, 68 in 2015, and 104 in 2016. However, in 2016 a new category was added for the excited delirium calls (bath salts and flakka), of which nine calls were received. He said those were included with other numbers in the past. He indicated in relation to the rest of the county it looks the same, other than in 2015 when Wellington dropped a bit. Mayor Gerwig further questioned how much of the 2016 increase was opioid related. District Chief Arena believed that is where the increase came from, but it is difficult to breakdown because the victim or the patient is usually unresponsive when they are being treated. He said rescue will list the medications that are there or that they see, but they may not have that information until after they get to the hospital.

Mayor Gerwig asked about the Narcan use. District Chief Arena stated he could get the numbers on how many times they use Narcan, but that is typically patient care information and that is done through their Quality Assurance Office. He said they typically do not get reports on that, but he could get Council some basic information.

Vice Mayor McGovern asked if they were seeing an increase in Narcan use. District Chief Arena stated they were seeing an increase system wide as they were using more Narcan now than in the past. He indicated that was not a Wellington or Palm Beach County issue, as it was a nationwide issue.

Regarding the 4,000 or so calls received by Fire Rescue, Vice Mayor McGovern asked if they had a breakdown for the number that resulted in hospital transports. District Chief Arena stated he could get Council that information. He said a majority of the medical calls are transports.

Councilman Drahos noticed that some of the vehicles are from 1998 and 2000. He asked what the general life span was for these vehicles and if they were reaching their useful life. District Chief Arena explained the engines, the fire trucks they see on the road, are typically in service for ten to twelve years depending on mileage, accidents, reliability. He stated the transport rescue trucks are typically in service for seven years and the brush trucks are in service for 15 or 18 years, and sometimes longer depending on how much they get used.

Vice Mayor McGovern asked if Station 27 on South Shore had a vehicle replacement plan and if that was on the schedule. District Chief Arena stated the engine and the rescue at Station 27 are both on the list to get replaced by this time next year. He indicated Station 27 is the slowest station by call volume which allows them to keep those trucks in service a bit longer.

Mayor Gerwig stated in season the Village has an extra 3,000 to 4,000 residents January through March. She asked if Fire Rescue brought in outside vehicles during that time. District Chief Arena stated for the polo events, they actually have a crew onsite. He said they do not bring in extra people for staffing, as they just take them from other parts of the system.

Mayor Gerwig thanked District Chief Arena and his team for their service as well as the activities they do for the community.

Vice Mayor McGovern specifically thanked District Chief Arena for his service, as he will be retiring June 30, 2017.

**C. 17-0948 PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8
WELLINGTON FY16 ANNUAL REPORT PRESENTATION**

Mr. Schofield introduced the item.

Captain Rolando Silva presented the FY 2016 Annual Report for Wellington District 8 of the Palm Beach County Sheriff's Office.

Reported Case, Criminal and Non-Criminal:

- There was an increase in reported crimes against persons, particularly relating to robberies resulting in an increase from 9 to 17. Most cases involved juveniles noting that of the 17 cases 9 or 10 arrests were made.
- Wellington was credited with a homicide that is still under investigation. Although it did not occur in the Village or involve a Village resident, the victim was dropped off on Flying Cow Road.
- Regarding crimes against persons, Wellington had one more shooting than last year. An arrest was made in that case, as a juvenile shot his stepdad and it was not life threatening. The other two shootings happened in December 2015 when someone shot at a vehicle that was fleeing which he thought was a victim of a burglary.
- The numbers decreased for crimes against property. Residential crimes were down slightly, from 1,724 to 1,422 reported cases Vehicle burglaries were down significantly from 335 to 253 cases. Regarding vehicle burglaries, Captain Silva said he had spoken about Operation Vigilance several months ago which was after the time period they were presently discussing. He indicated that was how they responded to the increase in vehicle burglaries that occurred after October 1, 2016. He said they will continue to address situations and increases in crime with action plans like that.
- Crimes against the state are cases where the victim is the state. He said those numbers were down a bit.

Traffic Citations, Warning and Traffic Stops

- Traffic related cases were about the same. The number of crashes over the fiscal year were pretty consistent. The increase is during the equestrian season and then it starts decreasing once the season is over. The total crashes correlate with the season and the seasonal traffic.
- Although Operation Bump was outside the FY 2016 time period, this was their effort to reduce the number of traffic crashes. Message boards were placed in different areas on 441 to remind people not to text and drive which was a major factor in the crashes they are experiencing. Decoy cars are also placed in specific locations to slow everyone down and remind them that law enforcement is out there. Unmarked cars are also used for traffic enforcement.
- Two new commercial motor vehicle deputies are doing a fantastic job. They came on after this time period and were there during Operation Bump for the season. These deputies will be discussed further in the next semi-annual report.
- The traffic crash rate is now at 3%, but the goal is to get it down to 2.2 crashes for every 100 residents in the Village of Wellington. During Operation Bump they were able to reduce it down to 2.92, 148 less incidents than the year before, which is an 11.6% reduction thus far. More will be reported on this initiative in the next annual report.
- Regarding citations and warnings, quality and not quantity is emphasized to the officers. Traffic enforcement is used to bring people into compliance and reduce traffic crashes. In addition, they sometimes pull people over who are involved in some serious things,

but if they pull someone over for a violation, they do not necessarily give them a written citation. If they have a good attitude and it is a minor offense, they may just educate them and give them a warning. A majority of the citations are warnings, but a traffic citation is issued if it is appropriate.

Juvenile Crimes:

- They have a problem when juveniles commit serious crimes. An article was referred to where the State Attorney agreed direct file juveniles that commit violent crimes or are habitual offenders. Captain Silva thought that would be the way to get a hold of some of the issues involving juveniles. The Captain's JAM deputies do a tremendous job monitoring the juveniles who are already in trouble and on probation, but they do not always get the consequences they deserve. Captain Silva reviewed some of their recent arrests to show how the system does not work the way it should sometimes, how the street team is utilized, how technology is used, and what happens when witnesses observe a crime.

Community Services

- The deputies will continue to stay involved in community services and activities. They have some great officers on their team, including Deputy Poritz and Deputy Baker, who earlier this afternoon presented the families of the Dalton homicide with teddy bears made out of the victim's clothing. He stated these officers took on this initiative and the victim's mother was very pleased.

Citizens on Patrol:

- The Citizens on Patrol group is a robust group of volunteers. He now receives a weekly report of residential and auto burglaries; they help out by patrolling those areas.

Overdose Prevention:

- They are looking to do the "Too Good For Drugs" program with Dr. Susan Klarich. Some of the Law Enforcement Trust Funds (LETf) will be used to start it and help get the message out. Other programs are also used to help ameliorate the drug issue. He said it was not just a problem here in Wellington, but one all over the county, elsewhere in Florida and throughout the country.

Mayor Gerwig asked if the "Too Good For Drugs" program could be done through the Boys and Girls Club and other groups. Captain Silva stated they would be willing to use the LETf funds to the extent they can legally. He said it was just a question of being in compliance with the statutes and working out the logistics as to what schools or groups want to participate. He believed Dr. Klarich was ready to go, and they will support her to the extent they can.

Mayor Gerwig knew it was difficult with the schools because they are trying to meet their deadlines. She thought if other programs could use it, the Village would like to be part of that. Captain Silva said he knew this Council would want to be on the forefront of this initiative.

Vice Mayor McGovern asked what would need to be done for the LETf funding. Captain Silva stated they have had other programs in the schools and he did not know how much of an actual difference this program would make, as this is an epidemic that is sweeping the country, but they would give it their best shot.

Mayor Gerwig thought the key was to keep the kids away from drugs in the first place. Captain

Silva stated that people sometimes get prescribed strong medication and that is where the problem begins noting that they then go to heroin, because it is cheaper.

Action Plans:

- **Property Crime:** Maintain property crimes at less than 1,000 cases in FY2016. Clear 10% of burglaries by arrest. Captain Silva said they decreased property crime to 17.52%, from 1,724 to 1,422; of the 384 burglaries in FY 2016, 13.80% or 53 were cleared by arrest; residential burglaries decreased by 1.75% and vandalism was decreased by 24.31%, 137 versus 181 from the year before.
- **Traffic Safety:** Achieve a crash rate of 2.2 crashes per resident per 100 residents in FY2016. They decreased the crash rate 1.25% in 2016, as crashes went from 1,522 to 1,503 and the rate went from 2.537 to 2.505. With Operation Bump, some of the other elements being introduced, and focusing on traffic enforcement, they hope to continue decreasing that number to 2.2. Traffic stops have increased 3.82% versus the year before. The commercial motor vehicle deputies will be discussed in the next annual report. They are happy to have the new deputies and it was a good call by the Village to get them on board.
- **Juvenile Crime:** They will continue to do aggressive monitoring and enforcement. He said the juvenile arrests decreased a bit (18.08%) in 2016 versus 2015.

Looking to 2017, Captain Silva said they have talked about the three main areas of focus: property crimes, juvenile issues, and traffic crashes. However, he wanted to talk about the main focus from a leadership posture, because he wanted to keep a culture of excellence in this district and have his deputies prepared. Captain Silva said his deputies are on the frontlines and they have to be mentally, physically, and spiritually prepared. He stated it was his job to keep that culture and get them prepared, and that is what they are focusing on. He said they have to set the example for that at the leadership level. Captain Silva stated they do a lot of training. He spoke about their active shooter training which is quite an event, and one he thought Council might like to watch. Captain Silva explained this training puts the deputies in a real place where they have to make important decisions. He indicated during the night time and other times, the deputies do a lot of training out in the street. He said they train for felony stops, building clearing, etc., because they never know when they will need to use that skillset.

Captain Silva wanted Council to know that any time the manager calls with a need, they will be sure to respond. He said they would do whatever they have to do to address and mitigate increases in crime and any other issues that come up. He stated they are going to find ways to address the illegitimate sober homes. He said his deputies recently conducted a search warrant on Greenview Shores that resulted in a tremendous amount of evidence and people looking to be in serious trouble. He indicated they will be addressing issues like that as they come up.

Vice Mayor McGovern asked if the Sheriff's office worked directly with the Sober Home Task Force. Captain Silva stated a deputy from the street team paired up with task force. He said when a probable cause is developed, they are co-affiants on the search warrant. He indicated the task force is there when the deputies execute the search warrant. He said he has direct contact with the State Attorney's office, so they are on board throughout the investigation to ensure the best outcome of the case.

Vice Mayor McGovern asked if his deputies and detectives had been working on the sober home on Greenview Shores. Captain Silva stated his street team deputies did the bulk of the work prior to the execution of the search warrant.

Councilman Napoleone stated their motor vehicle crashes seem to be consistent year-to-year at about 1,300 per year. He asked if there was a report showing hot spots for motor vehicle accidents, so they could identify the worst areas. Captain Silva indicated they applied for an FDOT speeding and aggressive driving grant of \$200,000. He said if they are awarded the grant, \$150,000 of those dollars will be used toward salaries for overtime for traffic initiatives and another message board sign. He stated the paperwork used to apply for the grant indicated a majority of the crashes are happening on Forest Hill Blvd as well as 441. He said he would forward Council a copy of the hot spots for traffic crashes in 2016 if it was not in the report.

Councilman Drahos congratulated Captain Silva for a job well done and that Council was proud to work with PBSO. He said he noticed the average response time was about five minutes and forty-three seconds, but it was not compared to other years. He thought if they wanted to deter crime to the best of their ability, they should create a reputation that they were going to catch anyone who comes into Wellington to commit a crime. He said he would like to see them reduce their response times, if there is a way to show how the times have been improved. He noted in August 2016 they had a three minute response time, which is incredible. He hoped, with the two additional deputies, they could bring those numbers down. In response, Captain Silva stated he would produce a comparison of response times for 2015, 2016 and 2017 and get that to Council. Mayor Gerwig asked if it could be compared to neighboring communities as well.

Mayor Gerwig asked if Wellington was in a good position compared to their neighbors when it comes to the crash rates, calls for service, etc. Captain Silva stated he has never broken down the response times of other communities to see where they stand. He said he was mostly concerned with their response times, which have always been pretty consistent with a three minute timeframe for priority one calls. He stated he will look at the other jurisdictions and get that information back to them.

Vice Mayor McGovern asked if the clearance rate of +/- 13% for burglaries was in line with the rest of the County. Captain Silva stated it did, as the national average rate is about 13%. He noted they superseded that number in times past, as their detective bureau does an excellent job.

Vice Mayor McGovern asked Captain Silva how he responded to the uptick in crimes with handguns, particularly in the Greenvue Shores and Wellington Trace area. Captain Silva indicated that all occurred after this annual report period. He stated he met with the Village Manager and talked strategically about what to do. He said they decided to focus on minor offenses and getting aggressive, until they find out who is responsible for most of the crimes. He stated the deputies are going to be fair and just, but they were going to be proactive. He explained if people commit offenses and crimes, even misdemeanors, they will probably go to jail instead of just getting a notice to appear. He stated the deputies were going to send a message that lawlessness and disorder will not be condoned. He said in some cases the deputies will sit in marked units to watch what is happening in these communities.

Vice Mayor McGovern asked if the significant decreases in the crime rate, shoplifting and theft larceny was particularly focused at the mall. Captain Silva stated he did not know the attribution for that decrease. He said the mall is the main location whereby those arrests are made.

On behalf of Council, Vice Mayor McGovern thanked Captain Silva and his whole team for their service.

Mayor Gerwig stated if there is anything the Village can do to help, just let them know. She also thought it was exemplary the way Captain Silva's team reached out to that family. She stated those were the things that make Wellington different.

Councilman Drahos thought they were lucky to have their law enforcement and fire rescue so involved in the community. He stated it did a lot for morale around the community, and Council appreciated that very much.

**D. 17-0890 PRESENTATION OF AUDIT RESULTS FOR THE FISCAL YEAR
ENDED SEPTEMBER 30, 2016**

Mr. Schofield introduced the item. He stated Racquel McIntosh with Grau & Associates was there along with Ms. Quickel.

Ms. Racquel McIntosh, partner with Grau & Associates, introduced herself. She thanked Council for selecting them as their external independent auditors for the fiscal year ended September 30, 2016.

Ms. McIntosh stated she would be reviewing the highlights of the report. She also thanked Ms. Quickel, Mr. Schofield, and their teams for making the audit process very easy this year. She indicated they had no issues getting the information they needed, so they were able to finish the audit rather quickly this year.

Ms. McIntosh started with the independent auditor's report. She indicated on page 1 was their opinion for the fiscal year. She stated they have what is called an unmodified or a clean opinion, so they believe the financial statements present fairly, in all material respects, the activities of the Village for the fiscal year ended.

Ms. McIntosh referenced pages 17 and 18, which is the balance sheet for the governmental activities of the Village. She stated the first two lines on that page are the cash (approximately \$13.3 million) and investments (approximately \$43.2 million) for the fiscal year ended. She said the total assets for the period were \$64.5 million. She indicated the liabilities and fund balances for the entity were on page 18. Ms. McIntosh stated the Village ended the fiscal year with a fund balance of approximately \$51.2 million. Of that amount, the general fund has \$30.8 million in fund balance and, of that amount, there is approximately \$21 million in unassigned fund balance, which is to be spent at Council's discretion.

Ms. McIntosh referred to pages 21 and 22, which is the report for the operating activities of the governmental funds. She said page 22 showed a total fund balance of \$51.2 million and that the general fund generated a majority of that. She explained the third line from the bottom is the net change in fund balance for the year that shows how much revenues exceeded expenditures or vice versa. She stated the general fund, which is the main operating account, brought in \$2.7 million more than what was spent in that last fiscal period. Ms. McIntosh said \$7.2 million more was spent from the capital projects fund than what was brought in, but that was expected because a fund balance was set aside for those projects that were done in that fiscal year. She noted the Village spent down the money it had in the capital projects fund, so there is now \$2.5 million left in that fund.

Ms. McIntosh reviewed page 25, the statements of net position for the proprietary funds. She stated the total net position for the proprietary funds was \$176 million. She said there is approximately \$33 million in unrestricted net position, with a majority of it in the utility system.

She indicated there were some restrictions in the utility system of approximately \$25 or \$26 million for renewal and replacement of the plant and for the capacity fees that were collected.

Ms. McIntosh stated the operating activities for the fiscal year were on page 26. She said the third line from the bottom shows the revenues versus the expenses, and the utility system had \$2.5 million more in revenues than expenses. She indicated the solid waste fund spent \$367,000 more and the Lake Wellington fund received \$38,000 more than what was spent. She stated all three funds had healthy fund net positions. Ms. McIntosh said even though there was a decrease in the solid waste fund, it still had a good net position of \$7 million.

Mayor Gerwig asked what caused the decrease in the solid waste fund. Ms. Quickel stated the decrease was planned because they have excess fund balance in there. She said the full contract amount is slightly over \$3.5 million for the year, and they have almost doubled that in fund balance. She indicated they were slowly working to increase that.

Councilman Drahos asked about the \$38,000 as it relates to the Lake Wellington Professional Center and why there was a reduction in revenue compared to the previous year. Ms. McIntosh indicated there were more expenses for maintenance in the current year than the prior year. Ms. Quickel stated almost \$149,000 in depreciation was taken out as well, which is a noncash expenditure, but it is reflected.

Mayor Gerwig believed the Village had used more of the space at the Professional Center, which kept it from generating revenue. Ms. Quickel said one small building was used last year to house part of the Recreation staff while the Community Center was being built. Vice Mayor McGovern asked if that portion had now been re-rented. Ms. Quickel indicated part of it was undergoing renovation and would be available for rent in a few months.

Ms. McIntosh stated on page 43 there is a new footnote for the special assessment receivable, which is related to the Saddle Trail project done in FY 2016. She explained the Village reported a receivable from the benefitted lot owners for that project, for the \$3.2 million that it borrowed to do that project. She said a receivable has been recorded for that.

On page 46, Ms. McIntosh stated the table shows the changes in noncurrent liabilities. She said the total debt for the Village is \$6.5 million, but almost half of that is as a result of the Saddle Trail debt that was issued. So technically the Village only has \$3.3 million in debt right now.

Ms. McIntosh stated page 53 was regarding the Florida Retirement System (FRS), the pension plan the Village employees participate in. She indicated the current liability for that plan is \$10.6 million, almost \$5 million more than the prior year. She stated that was the result of the FRS changing the discount rate used to project the value of the liability. She said it was not a cash outlay the Village would have to make, unless everyone retired or died. She explained the rate of return on the investment has a lot to do with the liability, because the more they earn in interest the less they have to contribute to the plan and vice versa. The less they earn, the more they have to pay in. She stated as the discount rate goes down, their liability increases. She assumed the FRS was trying to come to a steady rate. She noted this liability will fluctuate every year.

Councilman Napoleone indicated even a small swing in the discount rate will make wild fluctuations. Ms. McIntosh agreed, as this swing was only a 0.05% change from the prior year and the liability almost doubled.

Ms. McIntosh stated on page 55, the liability for the health insurance plan through FRS was \$6.5 million. She said the discount rate did not change significantly, as it was \$5.8 million the prior year.

Ms. McIntosh stated page 64 has the budget to actual schedule for the Village's general fund. She pointed out the appropriations for that fiscal period were anticipated at \$37.3 million; however, the Village only spent \$34.4 million, so that came in under budget by approximately \$2.8 million. Ms. Quickel stated that reduction came from various areas and could be from vacant positions, grants, etc. She said Culture and Recreation as well as General Government had the biggest variances.

Regarding the Compliance Section, Ms. McIntosh stated for internal control over financial reporting and compliance reports, the Village had no material weaknesses or significant deficiencies in internal controls during this year's audit. She also indicated there were no findings in the management letter. She stated the Village was in compliance with the 218.415 Florida Statute, the investment guidelines for the state, so there was a clean opinion in that letter. She explained a compliance audit was performed on the Flying Cow Pathway project during the fiscal year, which required an additional fee. She indicated the Village spent approximately \$1.5 million in grant monies, and a compliance audit has to be done when it receives more than \$750,000 in federal funds. She stated there were no findings related to that compliance audit. She said based on the auditor's testing, the opinion is that the funds were spent in accordance with the grant agreement.

Mr. Schofield noted the audit talked about a \$2.6 million increase in reserves in the Utility Department. He explained a number of years ago the Village decided to put the utility on a pay-as-you-go basis for projects, rather than borrow the money and pay interest and fees. He said Council will see the balances increase and decrease in the utility, because those projects range from about \$400,000 to \$26 million. He stated, in some years, there will be \$2 to \$3 million increases as the Village prepares for larger projects and avoids borrowing.

Councilwoman Siskind asked about the restricted cash and the restricted investments in the total column on page 25. She said under the Net Position, the capital asset number is the same but the restricted capital improvements capacity fees number is slightly different. Ms. McIntosh stated it was a combination of old liabilities related to the capacity fees. She said the capacity fees are restricted, because those funds can only be used to fund capital improvements, so some liabilities for projects are included and reduced the cash. She stated cash was \$5.6 million, but there was \$1 million liabilities that reduced the restriction down to \$4.6 million.

Councilman Napoleone stated this presentation was somewhat anticlimactic, because the auditors and the finance staff met with the Council members individually and addressed their questions prior to coming to this meeting. He commended both teams. He thought the report was a clear indication of how good Ms. Quickel's department and team are. He said to get a clean opinion with no findings is what they ask for every time, and that is what they got this year.

Councilman Napoleone stated the total debt for the Village was approximately \$6.5 million and half of that was Saddle Trail. He thought their true debt of just over \$3 million was almost insignificant for a municipality and budget of their size. He said it puts the Village in a fantastic position to do a lot of things without having to worry about debt management.

Vice Mayor McGovern stated, other than the Saddle Trail project, they were down in debt from

\$4.38 million last year to \$3.3 million this year. Mr. Schofield stated it is the lowest in Wellington's twenty years of incorporation. He said they will continue to maintain some debt in order to keep their bond rating at AA+. Councilman Napoleone stated it was a benefit to the residents to draw on the Village's bond rating for the Saddle Trail bond.

At this point, Ms. Quickel recognized and introduced the accounting staff. Council thanked them for their efforts.

Mayor Gerwig thanked Grau & Associates for the work that has gone into the audit and for the years of having a good working relationship. She said the Village feels they have a good rapport with them and they would like to maintain that, but she was not sure when they had to make a decision about the annual contract. Ms. Quickel stated that will happen at the next meeting.

Mayor Gerwig stated it has been an honor to work with Ms. McIntosh, as she has been patient with them and she has been clear and concise about explaining everything. She said she appreciated Ms. McIntosh for being so forthright with them and doing a good job.

Vice Mayor McGovern echoed the comments of Councilman Napoleone and Mayor Gerwig.

6. CONSENT AGENDA

- A. 17-0765** AUTHORIZATION TO UTILIZE A U.S. COMMUNITIES' CONTRACT WITH CINTAS CORPORATION FOR THE RENTAL AND SERVICE OF EMPLOYEE UNIFORMS, MATS, MOPS, TOWELS AND OTHER RELATED PRODUCTS AND SOLUTIONS
- B. 17-0805** AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING CONSULTING SERVICES FOR A SOUTHEAST LAKE WELLINGTON AREA WATER AND SANITARY SERE CONDITION ASSESSMENT
- C. 17-0920** PALM BEACH CENTRAL HIGH SCHOOL AND WELLINGTON COMMUNITY HIGH SCHOOL PROJECT GRADUATION SPONSORSHIP
- D. 17-0926** RESOLUTION NO. R2017-01 (MINOR AMENDMENT TO ACME WATER CONTROL PLAN): A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT APPROVING A MINOR AMENDMENT TO THE DISTRICT'S WATER CONTROL PLAN; AND PROVIDING AN EFFECTIVE DATE.
- E. 17-0917** RESOLUTION NO. R2017-11 (MISSION FARMS EVERGLADES PLAT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ACCEPTING AND APPROVING THE MISSION FARMS EVERGLADES RE-PLAT FOR A 1.03 ACRE PARCEL LOCATED IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 41 EAST, VILLAGE OF WELLINGTON, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "C", MONTAUK VILLAGE NO. 1, AS RECORDED IN PLAT BOOK 43, PAGES 41 AND 42, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- F. 17-0968** RESOLUTION NO. R2017-12 (LAKE OKEECHOBEE REGIONAL COMPACT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE PARTICIPATION BY

~~THE VILLAGE IN THE LAKE OKEECHOBEE REGIONAL COMPACT;
SAID AGREEMENT BEING A JOINT EFFORT BY OFFICIALS IN A
NINETEEN COUNTY AREA ENCOMPASSING THE NORTHERN
EVERGLADES AND THE LAKE OKEECHOBEE WATERSHED TO
WORK TOGETHER ACROSS JURISDICTIONAL BOUNDARIES TO
CREATE, SUPPORT, AND ADVANCE A COMPREHENSIVE PLAN
ADDRESSING ENVIRONMENTAL AND ECONOMIC CHALLENGES
ASSOCIATED WITH DISCHARGES FROM LAKE OKEECHOBEE, AND
TO DEVELOP A JOINT STRATEGIC PLAN TO SUCCESSFULLY
MEET THOSE CHALLENGES; AND PROVIDING AN EFFECTIVE
DATE. (PULLED FROM THE CONSENT AGENDA)~~

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

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

1. Bruce Tumin, 752 Lake Wellington Drive, Wellington. Mr. Tumin stated in addition to the Palm Beach County's Annual Fire Rescue Report, the Village should ask for a copy of the county's standard operating procedures or guidelines for fighting a hurricane shuttered house fire. Regarding Consent Item D, Mr. Tumin stated in reviewing the Acme Water Control Plan, it was taxation without representation. He said the people who live in the referenced properties cannot vote for Council, yet they are being taxed.

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

At this time the public was given the opportunity to speak on non-agenda items.

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

1. Mark Hilton, 13904 Folkestone Circle Wellington. Mr. spoke about the problems with the traffic between Lake Worth Road to Pierson. He believe the people putting on events should hire additional deputies. He also spoke about bicyclists not following the rules of the road. Mr. Hilton stated golf carts on the sidewalks continues to be a problem. He asked Council to enforce the ordinances and the signs that are posted.

7. PUBLIC HEARINGS

- | | | |
|-----------|----------------|--|
| A. | 17-0998 | RESOLUTION NO. R2017-13 (POLO WEST GOLF CLUB SPECIAL USE PERMIT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR POLO WEST GOLF CLUB LOCATED AT 2470 GREENVIEW COVE DRIVE FOR AN EQUESTRIAN SHOW USE FROM MARCH 15, 2017 TO JULY 1, 2017; AND PROVIDING AN EFFECTIVE DATE. |
|-----------|----------------|--|

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

Ms. Cohen indicated this was a quasi-judicial hearing. She swore in those individuals who intended to testify or offer comment.

Ex Parte Communications

COUNCILMAN NAPOLEONE: Councilman Napoleone disclosed he had not spoken to anyone about the permit.

COUNCILMAN DRAHOS: Councilman Drahos disclosed he had been invited to Polo West by Mr. Fellers about a year ago. He said he had a conversation with Mr. Fellers then about what they had conceptually planned, but it was not specific to this item.

MAYOR GERWIG: Mayor Gerwig disclosed she had met with Mr. Fellers on more than one occasion at the site, and talked to him about what he was doing and what he was working towards, but they did not discuss this specific item.

VICE MAYOR MCGOVERN: Vice Mayor McGovern disclosed he met with Mr. Fellers and Ms. Vail at the site of Polo West to discuss, nothing about this special use permit, but their hopes for the overall site and what could be done there.

COUNCILWOMAN SISKIND: Councilwoman Siskind disclosed that about one year ago, she met with Mr. Fellers and his wife at Polo West to discuss their plans in general, and they did not this particular permit.

Ms. Cohen stated the ex parte disclosures typically relate to the application that is under consideration. But notwithstanding the conversations they have had with Mr. Fellers and Ms. Vail, Ms. Cohen asked if Council could still be fair and impartial with respect to this application.

Mayor Gerwig indicated she was in a women's group that is planning to hold an event at Polo West. Ms. Cohen did not believe there would be a conflict unless Mayor Gerwig was a board member of another organization that would benefit from her vote on this application.

Council indicated they could all be fair.

Mr. Basehart stated this application was submitted by Mr. Gary Fellers for a seasonal special use permit, to allow equestrian and equestrian related events on a piece of property commonly known as the clubhouse and arena area at Polo West. He indicated the event site is about seven acres in size and part of a larger 150 acre property. He said Mr. Fellers is requesting the approval to hold 51 events starting tomorrow until the beginning of July. He stated Mr. Fellers committed to limiting events to two evenings during the week, with hours of operation limitations, and two events on the weekends each week.

Mr. Basehart said staff is recommending approval of the special use permit, subject to the 21 conditions listed in the Staff Report. He indicated staff received a few letters of concern or objection, after Council's package was sent out, and copies were given to Council this evening.

With regards to photograph that had been submitted, Council and staff discussed who took them and where were they were taken. Mr. Basehart stated the gentleman who sent the e-mail took the photographs, and were taken in the residential development east of the site. Ms. Cramer indicated Mr. Gustavo Morales lives adjacent to the area designated for trailer parking, on the opposite side of the canal in Margate. She said the pictures illustrate a staff member taping off the area to indicate the trailer parking on the site. She did not know if the pictures were taken on the same day.

Vice Mayor McGovern asked about the letter dated today that appeared to be from the Polo West Estates Homeowners Association (HOA). He stated the letter points out a variety of concerns, but at Agenda Review yesterday Council heard the HOA was in agreement with this application and the conditions. Mr. Basehart said that was correct. He explained the road in front of the site is owned by the HOA, and the HOA granted permission to use the road for these events, or this application would not be before Council. He noted the letter came in around 5:00 that afternoon.

Vice Mayor McGovern asked who the letter was from and how it got to the Village. Councilman Drahos asked if that individual was going to be there to speak. Vice Mayor McGovern indicated the letter was from Polo West Estates HOA. Mayor Gerwig stated the letter was printed, but not signed. In response, Ms. Cohen suggested Council consider the letter as part of their evidence and give it the weight they think it is due. She said the people will have an opportunity to speak at the appropriate time.

Councilman Napoleone stated the letter concerned him, because he understood from yesterday that the people in Polo West were onboard with the application. However, he guessed a number of the people there were from Polo West and were going to tell Council they were not in favor. Mayor Gerwig suggested Council hear the applicant's presentation and then go to public comment.

Ms. Jennifer Vail with WGI introduced herself. She stated she did not have a presentation, as she was there to answer any questions specific to the site plan. She said Mr. Fellers could speak to Council specifically on the special use permit and the events before. She indicated she had not seen the letter provided by the HOA, so she could not address any of those concerns until after the public comments.

Mayor Gerwig stated the letter indicates the surrounding communities were not notified of the special use permit. She said Council was told yesterday that a sign was up. Ms. Cramer stated staff mailed notices to everyone within a 500 foot radius of the seven acre area, signs were posted, and a legal ad was run.

Mr. Gary Fellers explained the application was submitted to allow equestrian events at the Polo West property to supplement the golf and equestrian uses of the adjoining property. He said it was setup to do family-friendly equestrian events that would complement the more serious international equestrian events going on in the other venues. He stated it was designed to support the clubhouse and clubhouse activities as well as community activities. He said they envision Polo West as being old time Wellington when everyone went to the club afterward to celebrate the spirit of competitiveness and friendship. He indicated 51 events were approved, but they will probably not hold that amount of events. However, they appreciate the Council and staff giving them the flexibility to support the community and the activities they were able to schedule there.

Councilman Drahos stated there have been a lot of complaints about using the area near the canal. Mr. Fellers stated they have accessed the golf course for 35 years between the maintenance building and the polo arena down this side of the canal. He said staff has asked them not to use that canal right of way or easement, so an alternative entranceway that goes around the clubhouse was provided.

Councilman Napoleone understood the alternative access would go up behind the homes on Polo West and then come back down, instead of on the canal side. Mr. Fellers stated they

could circle them around, so they would go behind the homes and come out in front of the clubhouse, but they have them going in and out in front of the clubhouse.

Mayor Gerwig asked if the applicant would be willing to take the right curve instead of going straight ahead. Mr. Fellers said they have been coming in, turning around and going out the same way. Mayor Gerwig thought that would be less invasive to the owners who are adjacent. Mr. Fellers agreed.

Councilman Drahos stated they have heard about the applicant's vision and their hope to hold more events there, and asked what their plans were for the clubhouse. He asked if it was going to be a freestanding restaurant that people could come to on a Tuesday. Mr. Fellers stated it was open as a restaurant now. He said the vision is to have it be a clubhouse restaurant to support the activities there in the community. He explained the restaurant business is a tough business, and the events provide entertainment and activity that bring people in to use the restaurant facilities.

Mayor Gerwig asked about the hours of operation. Mr. Fellers stated they were currently open 11:00 AM to 2:00 PM on Thursday, Friday and Saturday for lunch; and 5:00 PM to 9:00 PM on Thursday, Friday and Saturday. He said they had not decided about brunch on Sunday. He stated they were trying to expand based on the activities.

Councilman Drahos asked how Mr. Fellers would characterize his relationship with the HOA and if he was surprised to receive the letter. Mr. Fellers stated he was very surprised because he was copied on the e-mail from the president of the HOA a long time ago approving their concept, and he talked to him once or twice a week. He mentioned all of the Polo West Estates people were invited to the clubhouse last Friday to meet them and ask questions. He indicated there was a lot of misinformation, so they have scheduled another meeting this Friday to share some of the vision points. Mr. Fellers explained the HOA asked them to wait until after their elections to discuss this with their constituency. He stated they respected that request even though they have been trying to have this meet and greet for two months to be able to answer any questions directly. Mr. Fellers said everybody still thinks Glenn Straub is involved and running the restaurant. He indicated they had about 30 people, including residents show up with support from all but one person. He stated they have signatures and cards from some of them, and some are here to speak positively about it. He said most of the negativity he has heard is coming from the people who do not understand the vision or think it is someone else. He stated they would love to address that, which is why they are going to have another meeting this Friday at 6:00 PM at the clubhouse to answer any specifics.

With regard to the letter that was submitted, Mr. Fellers said it was very suspect to him how someone without an address or a signature could submit a letter at 5:00 PM.

Mayor Gerwig asked if they were going to stop placing the tent signs that the Village does not allow. Vice Mayor McGovern indicated condition #16 states no off-site signage shall be permitted. Mr. Fellers agreed some signs were put up by the restaurant people, but that was brought to their attention and discontinued.

Regarding condition #9, Councilwoman Siskind stated there were some complaints about going past 10:00 PM. Mr. Fellers stated they were allowed to have the restaurant open until midnight. He indicated they have agreed to have the lights off at 10:00 PM during the week and 11:00 PM on the weekend, and to have the activities moved inside by 11:00 PM by ordinance. He said, as far as he knew, they have always been in compliance with that.

Mayor Gerwig stated question #2 in the letter was “number of events are excessive.” Ms. Cramer said when the application was originally submitted, the events listed were essentially taking place every day of the week. She indicated, after discussions with the applicant and discussions with the HOA, the HOA stated they would like to see some time limitations in the permit, which is how staff conditions the permit. She said staff spoke to the applicant about reducing the activities and limiting them to the timeframe suggested in the permit. She stated the excessiveness when it was first submitted is significantly different than what is actually on the permit and would be approved.

Mayor Gerwig understood staff was saying they do not consider four days a week excessive. Mr. Basehart stated staff’s opinion was that 51 events between now and July is not excessive.

Councilman Napoleone asked who staff spoke with at the HOA. Ms. Cramer stated staff has been having communications with the President of the HOA and with Mr. Fellers to coordinate and make sure the information they are getting is accurate from both parties.

Vice Mayor McGovern asked when the last communication was between planning and the HOA. Ms. Cramer believed they have had communications as late as this afternoon. Vice Mayor McGovern then stated Mr. Fellers pointed out that the HOA recently had an election. He asked if the president was retained. Mr. Fellers stated the president is the same and the board is the same.

Mayor Gerwig stated the next question in the letter was regarding “a catering service being operated without a restaurant.” She asked if there was a restaurant. Mr. Fellers stated the restaurant is open, as they were stipulated to have it opened by the 12th. Mr. Basehart explained the restaurant is a permitted use and catering ancillary to a restaurant is okay. But a catering service that does not serve food to the general public as a restaurant, is not a permitted use there. He said when a caterer moved in there, it was brought to staff’s attention and they talked to the caterer and with Mr. Fellers. Mr. Basehart stated Mr. Fellers understood they needed to get the restaurant operational which they have done.

Mayor Gerwig indicated the next question states “the road beside the arena is not supposed to be used for horse trailers.” She said Mr. Fellers was agreeing not to use the maintenance easement for horse trailers. Mr. Fellers stated that was correct.

Mayor Gerwig read the next question, “horse trailers are using Polo West Estates property on the north side to enter and exit, which has already been denied by the Village.” Mr. Basehart stated the Polo West HOA owns some property along the back of the properties that come up to the road. He said they have never seen anyone use that area to access the property.

Mayor Gerwig asked if Mr. Fellers agreed to turn right and not go straight ahead, if that would suffice as it was not adjacent to the Polo West property. Mr. Basehart stated that was correct.

Mayor Gerwig stated the letter indicated complaints of loud music. She said the operation times and limitations on amplified noise were in the application, and the Village intended to enforce them. Mr. Basehart agreed. Vice Mayor McGovern asked Mr. Fellers if he intended on complying with them. Mr. Fellers stated he did.

Mayor Gerwig indicated the letter said the community as a whole was seriously concerned about the rumors of future rezoning. She said Council was only considering a special use

permit that expires on July 1st. Mr. Basehart stated that was correct.

Mayor Gerwig stated the letter indicated that “recent road resurfacing was already showing signs of accelerated wear.” She did not know if the horse trailers were causing undue stress on the pavement, but it was something that could be addressed. Mr. Fellers stated a number of years ago he heard that a lot of fill was removed by dump trucks and that did damage the road. He said he has never heard any complaints about horse trailers.

Mayor Gerwig stated item #8 was regarding the surrounding communities not being notified of the special use permit, but it was mailed to everyone within the radius required and signs were posted.

Mayor Gerwig indicated issue #9 states that “it has come to our attention that the perspective property owners intend to put homes and barns on the property adjacent to the clubhouse.” She stated that was not included in this application and it is not even implied. She reiterated this is a special use permit for the clubhouse and the polo arena.

Mayor Gerwig stated #10 states “there is smell of horse manure, because it is not being removed after the events.” She said there were some pictures of horse manure and asked Mr. Fellers if it was from his events. Mr. Fellers stated his staff removes the manure after every event. Mayor Gerwig asked him if he would take care of it if there are complaints. Mr. Fellers stated he would.

Vice Mayor McGovern asked about the cleaning of horses and trucks, and if it was happening on the site. Mr. Fellers stated he found two instances of that a week ago. He said he went to them both, and they picked up the manure and took it away. He stated his people policed it the next day. He explained it was common for the grooms to clean out the trailer when they get to a place, but everybody is trying to stop that with the new restrictions in Wellington.

Mayor Gerwig asked where they take the manure. Mr. Fellers stated they were in the process of getting a manure bin, but it is picked up by his people and taken to approved facilities. Mayor Gerwig stated a separate permit was required for that, as there were requirements regarding the placement of it. She said staff would get him that information. Ms. Cramer indicated the bins could be temporary roll-offs, but they have to be prepared the right way so they can be removed from the site after the permit ends.

Vice Mayor McGovern asked how many parking spaces were on the site. Mr. Basehart stated there were over 100 spaces for cars in front of the clubhouse. He did not know the number for trailer parking, as it was grass parking on three different lawn areas. He said only one area is used on any given day, as they rotate them so there is no adverse impact to the grass.

Councilman Drahos stated condition #14 states “the Village Engineer may require the applicant to coordinate with PBSO to direct ingress and egress of traffic on and off the site during times to be determined by the Village Engineer.” He asked if the Village Engineer was expected to project how much of the population was going to be at any particular event. Mr. Basehart explained staff monitors the events, and where they find traffic at concentrated periods of time to where there is backup or congestion, they will direct the applicant to have a deputy cover those events. He stated that was the intent of that condition.

Mr. Fellers stated traffic was their primary concern. He said they have three traffic people there at all times and two more on call whenever needed. He indicated they have had no issues with

traffic, as everything runs very smoothly. Mr. Basehart stated some events were approved administratively and code enforcement monitored them. He said they did not detect a backup of traffic onto South Shore or getting off the site.

Public Hearing

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

1. John Cross, 2470 Greenview Cove, Wellington. Mr. Cross stated he is a partner with Mr. Fellers in the Polo West restaurant. He indicated the reconfigured access road presents a danger and needs to be addressed. He said they were trying to bring family friendly equestrian events to Wellington. He stated, as always, the support is not as vocal as the opposition.
2. Richard Gottlieb, 2470 Greenview Cove Drive, Wellington. Mr. Gottlieb stated he was the head golf professional at Polo West Golf Club and he also helps with the events. He said they were looking to provide a great service for Wellington and would like to continue doing that. He indicated he was very much in support of Polo West.
3. Jeanette Sassoon, 3500 Fairlane Farms Road, Wellington. Ms. Sassoon stated she is a competitor of dressage, Grand Prix rider and trainer. She said she and Mr. Fellers have a business in Wellington. She explained they would like to have a place where the community can decompress, have a good time and enjoy the wonders of the horse.
4. Aaron Mentoff, 3639 Moon Bay Circle, Wellington. Mr. Mentoff stated he has a food and beverage company and an event planning company. He said he has been very involved in the Wellington community while organizing non-profit and equestrian events. He stated he has been working with Polo West and would like to continue doing that.
5. Julie Larson Mentoff, 3639 Moon Bay Circle, Wellington. Mr. Mentoff stated he spoke for both of them. Vice Mayor McGovern stated that Julie Larson Mentoff indicated that she was in support.
6. Nanette Curler, 2212 Alford Way, Wellington. Ms. Curler spoke in support of issuing the special use permit. She stated she just purchased a home in Polo West in January, because of the arena and the horse activities for her grandchildren.
7. Angela Lacy, 2372 Sunderland Avenue, Wellington. Ms. Lacy stated she is a resident of Polo West and has been on the board of the HOA for nine years. Speaking for herself, she said the problem is that Polo West is constantly changing the direction they want to take. She indicated she heard from them directly that this is the first phase of horse barns and equine homes. She explained the access road is an issue for the HOA, as the HOA has never approved the use of the easement along the wall. She indicated a lot of information has been discussed that is not in the special use permit. She asked how they were going to get trailers to the polo or equestrian events, if the Village is not allowing them to use the canal and the HOA is not allowing them to use the easement.

Mayor Gerwig asked about the property lines on the illustration provided by staff. Mr. Basehart stated the cart path area is owned by the HOA. Mayor Gerwig stated the property lines were incorrect, because she sees a property line far north of that. Ms. Cramer indicated the dark line is a property line, but at some point in time an additional property line was added for the purpose of the wall. She said it is a smaller tract, so it falls in between the property. Mayor Gerwig stated they could pull out that easement and plot it. Ms. Cramer indicated the property is owned and has a deed; however, there is a Master Plan Amendment in the system now that has been on hold, so they could resolve those issues. Mayor Gerwig stated the curves and arrows should not be on the HOA's property. Ms. Cramer thought the applicant needed to

clarify if they were using the golf cart path to come in or the parking lot.

Mr. Basehart indicated if the traffic was directed to use the route shown on the plan with the arrows, it would not encroach onto Polo West's property.

Vice Mayor McGovern stated it does cut into the parking. Mr. Basehart indicated the parking is owned by Mr. Fellers or Mr. Glenn Straub.

Mr. Fellers stated they were coming in an access nowhere near Polo West's property and nowhere near the property line.

8. Steve Orgel, 2304 Newbury Drive, Wellington. Mr. Orgel stated he and his wife support the effort Mr. Fellers is making, because it has brought new life to the club area after it sat unused for years. He said everything so far has been done very nicely and they have had a great time.
9. Paul Siliato, 2288 Sandburry Avenue, Wellington. Mr. Siliato stated Polo West is a bedroom community that was broadsided by Mr. Fellers' concept. He vouched for the veracity of the letter, as it was put together that evening in his kitchen under the auspices of the HOA President, Kenny Valdespino. He stated the signage on South Shore was not to Wellington standards, and as many as 20 or 30 signs would be placed alongside the road and in the median. He indicated their community is very quiet and private, and they are not used to having hundreds of cars parked there. He stated they have to go through the events several nights a week to access their homes. He objected to the use of the access road by the horse trailers, the smell of the manure and the flies. Mr. Siliato stated these were not charity driven or family events, as they were advertising cigar night and ladies night from 6:00 PM to midnight. He said it was about loud music and other things than what they were portraying it to be.
10. Lisa Estrach, 2302 Sunderland Avenue, Wellington. Ms. Estrach stated they attended a meeting to see the presentation, but it was postponed. She said they left feeling there was not full disclosure. She thought the use was fantastic, but she was concerned if they allowed this access it would turn into something bigger. She stated it was about protecting their interests as a community. She said it was nice to see some vibrancy in the clubhouse, but they want their community to stay the same.

Vice Mayor McGovern indicated there were no more cards. He stated some folks signed some sheets in support, which will be made part of the record.

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

Mayor Gerwig indicated this was a temporary approval and, if approved, it would expire on July 1st. She stated condition #21 reads "site restoration cleanup must be completed by July 2nd." She said nothing is approving an altered approval for that property. Mr. Basehart stated that was correct. He added that no permanent buildings or the like would be built as a result of this permit.

Vice Mayor McGovern stated there would be no precedential value to this vote on anything else that might come forward. Ms. Cohen said that was correct.

Mayor Gerwig asked how this property became public and if it was previously owned by the

homeowners. Mr. Basehart was not sure of the ownership of the golf club, but it operated as the Greenview Cove Country Club for many years before it went dark ten or twelve years ago. Subsequently, the golf course and the clubhouse building were purchased by Mr. Glenn Straub. Mayor Gerwig asked if it was owned by the HOA before that. Mr. Basehart did not think the HOA owned the golf course or the clubhouse, but he was not sure.

Mayor Gerwig stated she was trying to determine what someone buying property in there would be entitled to. Ms. Cramer did not believe the clubhouse was an amenity of the HOA.

Councilman Drahos thought the access issue was very unclear. He asked if it was staff's recommendation, as the applicant did not seem to be in favor of it. He also asked why the Village did not want them using the roadway near the canal. Mr. Basehart stated there is no roadway against the canal, as it is a maintenance easement.

Mayor Gerwig indicated, according to the plan, it is an easement with a right-of-way adjacent to it. Mr. Schofield stated there is an Acme right-of-way and an additional maintenance easement and that Mr. Barnes is looking at the ownership history. He explained part of the problem was that the Village does not own all of the lake and, in some cases, it only has the right-of-way that goes through the center of the lakes.

Councilman Napoleone indicated there is a worn pathway alongside the canal. Mayor Gerwig said it is a maintenance easement. Mr. Basehart stated there was no way to argue that it has not, for the last few years, been used to go back and forth between the maintenance building and the main part of the golf course. He said it is not a legitimate roadway or pathway. In fact, someone said it has been used for thirty years, but he knows it has not. He explained until Mr. Straub put the arena on the property, there was plenty of room between the maintenance building and the clubhouse for maintenance traffic to go back and forth. He said the arena structure blocks a lot of that path.

Councilman Drahos asked why the Village did not want the applicant using the area along the canal. Mr. Basehart stated it was because staff believes it is dangerous explaining that if someone goes into the canal, there could be a liability issue for the Village.

Mayor Gerwig stated it is a 25 foot maintenance easement and it was dedicated for the maintenance of the canal. Councilman Napoleone indicated there was only 22 feet between the arena and the canal at the narrowest part.

Ms. Cohen believed it was the opinion of the engineer that the canal area was not appropriate to be used in that manner for the reasons Mr. Basehart stated. Ms. Cramer thought if the management of the clubhouse and golf course was using a golf cart to access the back end that was very different than horse trailers and trucks. She said that was the concern.

Councilman Drahos indicated a representation was made by a member of the HOA that they do not have access to this point either. He asked staff if the HOA had access to the area being proposed in the application. Mr. Basehart stated the site plan shows a dotted line with arrows, which is supposed to be the access path. He believed all of the land owned by the HOA is to the west of that.

Councilman Napoleone asked if the proposed trailer access or dotted path was completely within Polo West's owned property, as he understood just the portion of the property by the asphalt path and the wall was owned by the HOA. Mr. Basehart stated that was correct. He

said it has not been reported to him, but it may be that people have been using the cart paths to get back to the parking area. He stated, if that is the case, that is on the HOA's land and it should not be allowed.

Mayor Gerwig stated she would have to see the property line, as they did not have enough information. Ms. Cramer stated this particular plan did not show that property line because staff has been working on that discrepancy. She said the Village has no document of record that shows the golf course property. She explained they do have the association owning the property where the wall is, as well as its own instrument and its own document, but that is not part of the golf course property.

Mayor Gerwig indicated that is not shown on the plan. Ms. Cramer stated that was because the other property line is existing. Mayor Gerwig thought PAPA could tell them. Ms. Cramer said it was not on PAPA either, which is how this became an issue.

Ms. Vail indicated it was not a legal subdivision, so it is not indicated on any of the prior plans. She stated the actual line would be north of or right along the asphalt path that is shown. She said the access that is proposed on the site plan is the actual car ingress/egress into the parking lot, and then it comes into the parking lot, goes north and cuts through some of the parking spaces. She indicated those parking spaces in the site data were noted as "not counted toward the parking provided during the event parking." She stated they specifically indicated that area as staff parking to keep the public away from the truck trailers that would be moving through the parking lot. As the applicant noted, she thought the site plan showed the trailer access on the north side of polo field #1, but they were going to eliminate that and make the turn to the right.

Mayor Gerwig stated they will turn right and then turn around and come back the same way, as they were all coming in and leaving at the same time. She did not think that would be a problem. She confirmed with Mr. Fellers that he has agreed to that right turn for this particular permit.

Vice Mayor McGovern asked about the Tuesday/Thursday parking, Wednesday/Friday parking, and Saturday/Sunday parking. Ms. Vail stated that was done to rotate the parking on the field, so the grass would not be torn up and had a chance to grow back.

Vice Mayor McGovern asked if it was temporary parking for the event, where they stay for the event and leave at the conclusion. Ms. Vail stated that was correct. She noted this was the parking area for the trailers coming in for the event.

Councilman Drahos asked about overnight parking and if it was in the conditions of approval. Ms. Vail stated no overnight parking was allowed. Mayor Gerwig thought the Village did not allow overnight parking anywhere. Councilman Napoleone stated the Village does not allow certain things, but some things are done anyway. He wanted to make sure that a condition not allowing overnight parking was included. Mr. Basehart said they could add a condition that states no overnight parking on the areas shown as trailer parking.

Mayor Gerwig thought they could provide a timeframe from when the event is over to get the trailers off site, as the trailers were bringing the horses and taking them away. Mr. Basehart stated timeframes are in the permit conditions to limit them to a time to conclude activities and indicate a time for lights out.

Vice Mayor McGovern assumed the trailers would be gone by the time the lights were out. Mr.

Basehart stated that was correct.

Vice Mayor McGovern said there seems to be an issue of signage and the advertisements saying the events go until midnight. He asked how this was being marketed. Mr. Fellers thought there was a time on the signs, but he personally did not have anything to do with those being created. Mr. Fellers stated when it was brought to their attention, the signs were eliminated. Vice Mayor McGovern asked if they were still marketing that way. Mr. Fellers stated there have been no signs since it was brought to their attention some time ago.

Councilman Napoleone stated condition #16 talks about offsite signage as opposed to onsite. He asked if there was signage on the property that tells people there is an event here today. Mr. Fellers indicated he contacted his sign company for permanent signs and they told him he was allowed to have a temporary, two by six foot sign on the existing restaurant. He said it was then brought to his attention that a condition of the temporary special use permit was not to have any signs there, so they removed it. He stated he will take whatever steps are necessary to get a sign up for the restaurant according to code and Village ordinances.

Mayor Gerwig stated the restaurant is a permitted use and asked if it was permitted a sign. Mr. Basehart indicated the restaurant is permitted as accessory use to the golf course, and it is permitted to have a sign. He believed there was a sign on the building. Mr. Fellers stated he was told to take the sign down, so he took it down. Mr. Basehart thought that sign advertised the events. Mr. Fellers indicated the sign he took down stated "Polo West Golf and Equestrian Club." Mr. Basehart explained Mr. Fellers may be able to get a sign for the restaurant if he has not used up the square footage for signage that building is allowed, but he would have to apply for a permit first. Mr. Fellers stated they tried doing that for some signs for tomorrow, but his guy told him they could do a two feet by six feet temporary sign. He had the sign made and it was put up. Mr. Basehart told Mr. Fellers to come see him about the sign.

Mayor Gerwig stated it seemed the underlying issue is a successful restaurant at the site and it seemed the neighborhood wants a successful restaurant. She stated the other question was about the events. She said a temporary special use permit that ends July 1st is being proposed. She stated if Council approves this now, it would give Mr. Fellers a chance to run the operation and the restaurant. She said it does not mean they can do anything on July 2nd.

Mr. Basehart stated the restaurant could still be there. Mayor Gerwig hoped it would continue, as nothing has been able to continue at this site. She thought the restaurant would benefit the residents in the neighborhood. She said there seemed to be a mixed opinion from the residents as to whether or not the events would benefit them.

Councilman Napoleone stated his concern was that three of the residents who spoke in opposition to the special use permit live on Sunderland and those houses back up to the fields where the events are going to take place. Mayor Gerwig indicated the events will be in the arena. Vice Mayor McGovern stated that is where the trucks were going. Councilman Drahos stated one of the residents did focus on the trailer access, but Council just eliminated that.

Mayor Gerwig asked if someone could play polo on polo field #1. Mr. Basehart stated it is not a regulation field, as it is a stick and ball field, but polo could be played there. Mayor Gerwig understood polo field #1 was not part of the application. Ms. Cramer stated that was staff's understanding. Mayor Gerwig stated it was regarding the arena, which is on the other side of the building. Ms. Cramer said that was correct.

Mayor Gerwig asked if any of the events had to do with polo field #1. Mr. Fellers stated there were two ridge jumping events on polo field #1. He said one of those had already transpired and other would be held on the last Friday in March.

Councilman Drahos asked if the timeframe of March through July was requested by the applicant. Mr. Basehart stated it was.

Councilman Napoleone stated he asked yesterday at Agenda Review about any complaints from the neighboring residents. He said he was told there were no complaints regarding the events happening there now. Councilwoman Siskind and Vice Mayor McGovern indicated Mr. Basehart stated there were complaints about times, lights, noise, signage and the access point.

Councilman Drahos thought there were two dynamics in play here. He said the first is that there is a sensitivity to the expansion of the equestrian sport into these golf course neighborhoods which Council could relate to. He thought Council had reiterated a number of times, not only at the Winding Trails meetings, that there is no precedential effect here. While there is this sensitivity, he believed the residents needed to give Council an opportunity to look at these individually and determine whether or not they are good for these particular neighborhoods. He indicated they ultimately determined that Winding Trails was good for that particular neighborhood under those unique circumstances.

Councilman Drahos thought the second dynamic was that there has been a contentious relationship with this landowner and the HOA, which is making it somewhat more difficult for Mr. Fellers and Council. He stated he was trying not to be swayed by those two issues and review this application on its merits. He thought Mayor Gerwig made the critical point of this being a temporary permit. He said he could state rather confidently that if this was a master plan amendment with a permanent aspect to it, he would not be voting in favor of this tonight. He indicated he was concerned about the trailer access and whether the residents of Polo West were embracing the project. Because the people who spoke not only have homes nearby, but two of three were on the HOA board. He thought it was strange that the HOA board was coming out in opposition to this.

Councilman Drahos stated he wanted to give Mr. Fellers a chance to be successful. He said he has heard other residents say they like this idea and think it could revive this particular area, as they did not want this clubhouse and restaurant to be vacant from now until perpetuity. He believed Mr. Fellers was getting the vibe that the residents of Polo West and the surrounding communities are going to keep a close eye on this in the next couple of months as will this Council. He thought if there was any future here, with plans to go beyond July 2017, it would be in Mr. Fellers best interest to make sure they clean up the manure on time, they close the restaurant on time, there is no excessive noise, and they handle the traffic issues. But most importantly, he thought the key to the success of this project would be to get the people in the surrounding areas to embrace this. Councilman Drahos stated he was going to take a leap and give Mr. Fellers a shot. He hoped this would ultimately become another shining example of the entrepreneurial spirit in Wellington.

Vice Mayor McGovern echoed the comments of Councilman Drahos. He stated he was trying to clarify one issue in his mind. He understood the permit as it is presently written would permit 51 events on polo field #1. Mr. Basehart stated that was not true. He said there was no reference, as it was an understanding based on the nature of the types of events to be held. He said, as Mr. Fellers explained, only two events out of the 51 or maybe one event out of the 51 that remain will be on polo field #1.

Councilman Napoleone expressed concern because the permit did not say that. Mayor Gerwig asked how they market a property they do not have permitted use on. She said from Mr. Fellers' perspective, he thinks he has one more show on polo field #1. She stated he is not been able to market the property, as he does not have permission to go beyond yesterday.

Vice Mayor McGovern understood the Ridge Turf Tour was going to occur on polo field #1 one more time on the last Friday in March. Mr. Fellers said it was a one day event. Vice Mayor McGovern stated he wanted a condition, limiting the events on polo field #1 for the purposes of this special use permit, to that one event on that one date.

Councilman Drahos asked if that was the only one being contemplated. Mr. Fellers stated that was the only one scheduled now and that is the only one being contemplated now.

Mayor Gerwig asked Mr. Fellers if he would accept that limitation in writing, that he would have only one event on polo field #1. She stated they could not stop the owner from playing polo on polo field #1, because that is not part of Mr. Fellers' operation. Vice Mayor McGovern noted the owner could be playing polo at the same time Mr. Fellers is having events.

Mayor Gerwig asked if Mr. Fellers would accept the limitation of one use of polo field #1 in this permit. Mr. Fellers stated he would.

Councilman Napoleone stated that was one of his primary concerns, because the application did not say where the events were taking place. He said the events could be held anywhere on the parcel, which is directly behind the people's homes. He stated he was less concerned if the events were going to be off to the side.

Councilman Napoleone agreed with what Councilman Drahos said. He also believed this was a leap of faith as well as a trial run. He said they were aware of things happening on this property without permits. He liked the fact that Mr. Fellers has conditions, time restrictions, traffic patterns, etc., to comply with if he wants use this property into the future. Councilman Napoleone thought, as a trial run, he could be on board with this with the conditions they have in place, plus the ones Council discussed.

Councilwoman Siskind stated she agreed. She thought adding that condition would be extra protection for the events and the property. She said the last minute letter is not signed, and she felt it was a list minute effort. She believed most of the people they heard from supported this, and she could not turn something down based on rumors of what might come later. She stated this is a special use permit and the applicant is not contemplating any development right now. She agreed it would be in Mr. Feller's best interest to meet all of the conditions now, if he had future plans. She thought if the events are good, the community will welcome them and look forward to seeing what he does there. Councilwoman Siskind stated she could support this.

Vice Mayor McGovern emphasized the importance of complying with the conditions and being a good neighbor with the HOA, and how that would play to this Council in the future if there are going to be more requests for special use permits or other requests in regards to the property.

Councilman Drahos wanted Mr. Fellers to understand that Council wants him to be successful, but not to the detriment of the neighborhood. Mayor Gerwig thought the neighbors wanted him to be successful as well. She said the Village will be watching closely.

Mr. Fellers thanked Council. He said his team has been very careful to act in good faith and to do what they say they will do. He stated they will continue to that, as he gets Council's message. He said he appreciated Council's support and the faith they have in him.

A motion was made by Vice Mayor McGovern, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Resolution No. R2017-13 (Polo West Golf Club Special Use Permit) as amended. The amendments include the circulation pattern and the limitation of one event on polo field #1.

8. REGULAR AGENDA

A. 17-0710 AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING CONSULTING SERVICES FOR WATER DISTRIBUTION SYSTEM HYDRAULIC MODELING

Mr. Schofield introduced the item.

Mayor Gerwig announced her business has other outside contracts with Mock Roos. Therefore, she recused herself from the next two items and left the Chambers.

Mr. De La Vega stated this item was for authorization to award a task order to Mock Roos in the amount of \$145,000, utilizing a previous Council approved contract to provide engineering services for water distribution hydraulic modeling.

Ms. LaRocque explained the Utility desires to develop a hydraulic model of the existing water distribution system to help the Village assess the system's strengths and weaknesses. She stated it will be linked to the Village's GIS system and updated continually. She said it will allow the Village to develop a proactive flushing program and maintain excellent water quality in the Village's distribution system.

Vice Mayor McGovern stated Council discussed this extensively at Agenda Review yesterday. He said this will put the Village in compliance with the best practices in the field. He indicated this was an already budgeted item, as they were not moving money to do this. Ms. LaRocque stated that was correct.

A motion was made by Councilman Drahos, seconded by Councilwoman Siskind, and unanimously passed (4-0) to approve Authorization to Award a Task Order to Provide Engineering Consulting Services for Water Distribution System Hydraulic Modeling, agenda item 17-0710. Mayor Gerwig had recused herself from this item.

B. 17-0940 AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING CONSULTING SERVICES FOR VILLAGE ROYALE PHASE 2

Mr. Schofield introduced the item.

Ms. LaRocque stated this was the result of the development that is anticipated behind Lowe's. She said it is located in the Village of Royal Palm municipal limits, but it is within the Village of Wellington utility service area. She indicated it will add approximately 400,000 square feet of retail and commercial, 1,400 apartment units, and a charter school. She explained this will allow the Village to evaluate the forcemain system to determine if there is any downstream

impacts. She said the Village can utilize that information to negotiate with the developer for the reimbursement of any costs to the Village.

Vice Mayor McGovern asked about the process of the developer reimbursing the Village. He asked how the consulting service would change what the Village would be reimbursed.

Mr. LaRocque stated it is a big development and there will be a significant impact to the Village's utility system with respect to influent flow to the wastewater treatment plant. She explained how that gets to the water treatment plant through a series of lift stations. She stated if the additional flow impacts the lift stations, the Village will have to retrofit them. She said whatever cost is associated with the retrofits will be put into the developer agreement and the Village will be reimbursed. She noted the Village will execute the project, but the developer will provide the money for the Village to do that.

Councilman Drahos asked if the developer could break ground before an agreement is reached with the Village. Ms. LaRocque stated the developer could break ground, as they will have an engineering permit. However, the developer will not have guaranteed capacity until they execute a developer agreement and pay the Village connection fees. She noted the developer will not go very far until they have guaranteed capacity.

Vice Mayor McGovern asked Ms. LaRocque to explain how this project is located in Royal Palm, but they are using the Village's utilities. Ms. LaRocque explained there are several unincorporated areas within the Village of Wellington utility service area that are not actually in the Wellington municipal boundary. Mr. Schofield indicated this was actually by agreement between the Village of Wellington and Village of Royal Palm Beach. He said the utility service areas were defined in 1999, with Southern Blvd being the dividing line. He stated Wellington was to service anything south of Southern Blvd and Royal Palm Beach was to service anything north of Southern Blvd. Ms. LaRocque added it is common that a utility service area does not necessarily meet the boundaries of its municipal host.

Councilman Drahos stated he liked the idea and the strategy behind it. He hoped the Village could its consulting fee back from the developer.

Councilwoman Siskind asked if this was just an evaluation to let the Village know if it needs to update the lift stations. Ms. LaRocque stated that was correct.

A motion was made by Councilman Drahos, seconded by Councilwoman Siskind, and unanimously passed (4-0), to approve agenda item 17-0940, Authorization to Award a Task Order to Provide Engineering Consulting Services for Village Royale Phase 2. Mayor Gerwig had recused herself from this item.

Mayor Gerwig returned to the Chambers.

9. PUBLIC FORUM

Mr. Schofield indicated no public comment cards were received.

10. ATTORNEY'S REPORT

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

- She stated there have been some positive discussions with the representatives for Palm Beach Polo and there may be a resolution to the outstanding “bond case.” She said the bond case is where the Village pulled the bond and built the road in front of the Chukker Holdings property. She indicated she may be seeking a shade session with Council in the near future, but she is trying to gather some additional information first.

Councilman Napoleone asked about the status of the injunction on Palm Beach Polo regarding the soccer matches. Ms. Cohen stated that was one of the discussions. She believed they resolved the issue of the traffic statement, as she expected Palm Beach Polo to submit something acceptable to the Village this week. She stated once that is received and reviewed by the Village planning staff, it will be placed on an agenda for Council to review and approve.

11. MANAGER'S REPORT

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

- The next regular Council Meeting will be held on Tuesday, March 28th, at 7:00 PM in the Council Chambers.
- Beginning Saturday, March 18th, the pool and aquatic center will have expanded hours for spring break. It will be open Monday through Saturday from 10:00 AM to 6:00 PM and Sunday from 12:00 PM to 6:00 PM.
- The Florida League of Cities Legislative Action Days and the Florida Association of Special Districts Meeting with the Legislature are next week. He stated he will be in Tallahassee all of next week and Mr. Barnes will be the acting Manager.

Mayor Gerwig indicated she would be going to Tallahassee with Mr. Schofield for the Florida League of Mayor's Meeting and the Florida League of Cities Legislative Action Days.

Vice Mayor McGovern asked about the letter from the South Florida Water Management District (SFWMD) dated March 8, 2017. Mr. Schofield explained the SFWMD is clearing all vegetation from the right-of-way they own along the West Palm Beach canal between Forest Hill and Big Blue. He said that canal is immediately south of Southern Blvd and not in the Village of Wellington. He stated the SFWMD will not be clearing the area or right-of way owned by the Village, but at some point they will go through the Village.

Councilman Drahos asked if something could be posted on social media or the website to alert the residents about this. Mr. Schofield stated he would take care of that in the morning.

Mayor Gerwig stated the residents were going to see a lot of equipment and wonder what is going on. Mr. Schofield said there is no development, as the SFWMD is just cleaning and reshaping their canal banks, which is something they should have been doing all along.

Mayor Gerwig indicated the Village requires the residents to maintain their portion free of exotics. She hoped, in the end, they would get ahead of the exotics because they spread.

12. COUNCIL REPORTS

COUNCILWOMAN SISKIND: Councilwoman Siskind presented the following report:

- She stated Tallahassee was great, as they had a lot of meetings with their legislators.
- She said the Wellington High School dance marathon raised a record breaking \$82,444, double what they raised last year. She stated it was touching to see how dedicated the

kids are to helping other kids who are less fortunate. She indicated UF Health Shands Hospital and Children's Miracle Network have a big event in several weeks in Gainesville at the University of Florida.

- She stated Relay for Life was a wonderful day. She said it was amazing to see the community come out for the big event. Mayor Gerwig indicated the total raised was \$114,000 and Wellington's Team contribution was \$9,300.

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

- He thought they had a successful trip to Tallahassee as part of Palm Beach County Days. He believed it was important for Council to be engaged with their legislators who ultimately make the decisions that are implemented. He stated they had some very constructive meetings with some very important legislators. In particular, he thanked Senator Benacquisto, Senator Latvala, Representative Edwards, Representative Rayburn, Senator Stargel, Representative Willhite, Senator Rader. He appreciated the Village Manager attending as well.
- He thanked the Village staff who attended the Relay for Life and made it so successful. He stated the relay was for an important cause, the fight to cure cancer, and doing it with Royal Palm Beach, Loxahatchee Groves and West Palm Beach made it much more moving, important and impactful. He thought there was a great deal of pride in the fact it was Wellington's stage and mostly Wellington tents and staff to lead and make the event successful. He said he enjoyed being there with his daughter, all of them and staff as they made such an important showing.
- He congratulated Wellington Idol winner Chelsea Hellman, who is 11 years old and the youngest Wellington Idol. He said they will be seeing a lot of her, as she is amazing.
- He also congratulated Dr. Evangeline Aguirre from Palm Beach Central High School, as she was named Palm Beach County School District Teacher of the Year.
- He wished everyone a wonderful, safe, restful Spring Break.

COUNCILMAN NAPOLEONE: Councilman Napoleone presented the following report:

- He echoed the comments of his fellow Council members.
- He stated the Relay for Life was a fantastic event. He gave a special congratulations to Lisa Noel's son, Joey, as he volunteered to sit in the dunk tank and did a great job. He said he enjoyed being with Council at that event.
- He stated Palm Beach County Days was fantastic. He agreed it was important for Council to meet with the people who pass the laws that will impact the Village. He said in addition to the legislators that Vice Mayor McGovern mentioned, he was able to meet with Attorney General Pam Bondi; State Attorney Dave Aronberg; County Commissioner Melissa McKinlay; the soon to be Chief Judge of the 4th District Court of Appeals; Al Johnson, Deputy State Attorney; Mayor of Delray, Cary Glickstein. He stated they discussed the opioid crisis affecting Palm Beach County, the state and the nation. He said there are a lot of very smart people doing a lot of good things to try to combat that issue. He noted it is a complicated problem, but they are working hard at it.
- He mentioned that next week is the one year anniversary of them being elected, and shortly thereafter Councilwoman Siskind joined them. He stated he was really proud and pleased to be serving with all of them. He said it has been much more fun than he anticipated. He thought they were doing a great job and had a way to disagree without being disagreeable. He believed that was really important for the Village and the residents.

COUNCILMAN DRAHOS: Councilman Drahos presented the following report:

- He echoed the comments of his fellow Council members.

MAYOR GERWIG: Mayor Gerwig presented the following report:

- She stated Sunday night will be the finale for American Equestrians Got Talent at Global Dressage. She said Council will be receiving some information, as Robert Dover would be very pleased if all of them attended the finale. She indicated his fundraising goes towards the equestrian Olympians who they celebrated tonight. She thought it was a huge privilege to have the Olympians in their midst and to be able to recognize them for what they have done. She indicated they put Wellington on the map in Rio, and they also put Wellington on the map all week long with their events in the Village.
- With regard to the Relay, Mayor Gerwig felt that they should recognize Cindy Drake for her efforts. She thought it was a good team building exercise for everyone. She said she was proud of the fundraising efforts by Wellington. She indicated a Relay Wrap-Up will be held on April 26th at the Community Center, where she thinks Wellington might be recognized as the number one team for fundraising. She knew it was a huge benefit for them to have the stage. She agreed it was nice to have the Wellington name everywhere. She thanked everyone involved.

13. ADJOURNMENT

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

Approved:

Anne Gerwig, Mayor

Chevelle D. Nubin, Village Clerk



Legislation Text

File #: 17-1078, **Version:** 1

ITEM: A PROCLAMATION OF THE VILLAGE COUNCIL OF WELLINGTON, FLORIDA COMMENDING THE FLORIDA ASSOCIATION OF CITY CLERKS FOR ITS 45TH ANNIVERSARY

REQUEST: Presentation of a Proclamation Commending the Florida Association of City Clerks (FACC) for its 45th Anniversary.

EXPLANATION: The Florida Association of City Clerks (FACC) was first established in 1972 and this year marks its 45th anniversary. FACC has promoted and developed the education and professional status of city clerks throughout Florida, and to date, its membership totals approximately 575 clerks and deputy clerks.

In honor of this milestone celebration, the Association has requested that cities around the State approve either a Proclamation or Resolution recognizing this distinction. The Proclamation commending the FACC on its 45th Anniversary is attached for Council's review.

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: Presentation of a Proclamation Commending the Florida Association of City Clerks (FACC) for its 45th Anniversary.

**A PROCLAMATION OF
THE VILLAGE COUNCIL OF WELLINGTON, FLORIDA
COMMENDING THE FLORIDA ASSOCIATION OF CITY CLERKS FOR ITS
45TH ANNIVERSARY**

WHEREAS, the Florida Association of City Clerks (FACC) was established in 1972 to promote and develop the educational and professional status of Florida city clerks; and

WHEREAS, the FACC works in conjunction with the International Institute of Municipal Clerks to provide Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) certification for city clerks; and

WHEREAS, the FACC strives to help increase the efficiency of city clerk functions, increase cooperation and assistance with city administrators, gather and disseminate information to improve procedures, and improve the efficiency of the administration of municipal government; and

WHEREAS, the FACC currently has more than 575 members in seven districts throughout the state; and is proud to have one of the largest certification programs in the country with more than 200 Certified Municipal Clerks and more than 100 Master Municipal Clerks among its members; and

WHEREAS, the FACC provides educational opportunities for clerks through its annual summer conference and academy and fall academy, webinars, district, mini-academies and Athenian Dialogues; and

WHEREAS, the FACC provides a discussion forum by which members may post inquiries when researching best practices for programs, issues and opportunities within Florida's cities.

NOW, THEREFORE, the Village Council of Wellington, Florida does hereby proclaim the year 2017 as the 45th Anniversary of the Florida Association of City Clerks, which is an occasion worthy of special recognition. The Village of Wellington is proud to offer membership into FACC for its Village Clerk and Deputy Clerk.

IN WITNESS THEREOF, I have hereunto set my hand and cause the Seal of Wellington, Florida to be affixed this 12th day of April, 2017.

ATTEST:

WELLINGTON, FLORIDA

BY: _____
Chevelle D. Nubin, Village Clerk

BY: _____
Anne Gerwig, Mayor



Legislation Text

File #: 17-0709, **Version:** 1

ITEM: AUTHORIZATION TO EXECUTE A LEASE AGREEMENT BETWEEN ACME IMPROVEMENT DISTRICT AND J. ALDERMAN FARMS, INC. FOR THE K-PARK SITE

REQUEST: Authorization to execute a lease agreement between Acme Improvement District and J. Alderman Farms, Inc. for the K-Park site in the amount of \$40,000 annually.

EXPLANATION: On May 24, 2016, Council approved the final extension on the lease agreement between Acme Improvement District and J. Alderman Farms, Inc. to utilize the K-Park site for agricultural farming purposes, effective through June 30, 2017.

Staff is seeking authorization to execute a new lease agreement with an initial term effective July 1, 2017 through June 30, 2018, with the option to extend the agreement for two (2) additional one (1) year terms. The lease payment for the initial term ending June 30, 2018 shall be \$40,000.

As part of the agreement, J. Alderman Farms, Inc. shall be responsible for paying any applicable property taxes.

The proposed farming agreement provides a 120-day notice of termination provided that in any event J. Alderman Farms, Inc. be able to complete the growing and harvesting of any crops that have been planted prior to the expiration of the 120-day notice.

Staff recommends executing a lease agreement between Acme Improvement District and J. Alderman Farms, Inc., for one year, effective through June 30, 2018, in the amount of \$40,000 annually.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Revenue generating agreement of \$40,000 annually.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to execute a lease agreement between Acme Improvement District and J. Alderman Farms, Inc. for the K-Park site in the amount of \$40,000 annually.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 22ND day of MARCH 2017, by and between J. **ALDERMAN FARMS, INC.**, a Florida corporation, whose principal address is 11103 Townsend Lane, Boynton Beach, Florida 33472 hereinafter called LESSEE, and the **ACME IMPROVEMENT DISTRICT**, a dependent district of the VILLAGE OF WELLINGTON, a municipal corporation of the State of Florida, hereinafter called the LESSOR.

WHEREAS, the LESSOR is the owner of a certain piece of property located in Wellington, Florida, and more particularly described in Exhibit "A" which is attached hereto and incorporated herein (hereinafter "LEASED PREMISES"); and

WHEREAS, the LESSOR desires to lease said property to LESSEE so that LESSEE may utilize the property for agricultural farming purposes; and

WHEREAS, the LESSOR hereby agrees to lease the LEASED PREMISES to the LESSEE for agricultural farming purposes for the Lessee, as such term(s) is defined herein and any change of use as provided for and limited by the provisions herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, LESSOR hereby leases and lets to LESSEE, and LESSEE hereby leases from LESSOR, in accordance with the terms, provisions and conditions of this LEASE, the LEASED PREMISES.

- A. **RECITALS.** The above recitals are acknowledged and agreed to by both parties as true, and are incorporated herein.
- B. **TERM OF LEASE.** The initial term of the lease shall commence on July 1, 2017 (commencement date) and shall terminate on June 30, 2018 unless extended under the provisions of the lease as provided for herein. The lease may be extended for two (2) additional one (1) year periods running from July 1, 2018 to June 30, 2019 and July 1, 2019 to June 30, 2020 (hereinafter referred to as "lease years") provided the LESSEE request such an extension by February 1 of the current lease year and LESSOR agrees to the extension by April 1 of the lease year. Thereafter, for a period of an additional two (2) years, if LESSOR offers the leased premises for agricultural purposes, LESSEE shall have a right of first refusal to enter into a subsequent lease under terms that are equal to or better than, as solely determined by LESSOR, that of any other offer the LESSOR may receive.
- C. **RENT.**
 - 1. **Rent Obligation.** All payments of rent to LESSOR shall be made at LESSOR's mailing address or at such other place or places, as LESSOR shall from time to time designate by written notice to LESSEE.

2. **Initial Rate.** The LESSEE shall pay the LESSOR the sum of Forty Thousand Dollars (\$40,000.00) as rent for the use of the LEASED PREMISES during the initial term. One half of the rent payment in the amount of \$20,000 shall be due on July 1, 2017 and the remainder of the rent in the amount of \$20,000 shall be due on or before January 15, 2018.

D. USE OF PREMISES. The premises shall be used for the purpose of organic farming in accordance with the USDA's established organic farming standards and the National Organic Program for the planting, growing, and harvesting vegetables. The Organic Materials Review Institute (OMRI) or other certifying agency under the Organic Food Production Act of 1990 shall provide certification that the farm operation on the lease site qualifies as a certified organic farm. Prior to the rent payment being due, a list of any chemicals, pesticides, fertilizers, and similar products intended to be used by the LESSEE shall be provided to LESSOR. Such chemicals, pesticides, fertilizers, and similar products may be used only in accord with the directions given on the label. Such list and copies of the labels shall be supplied to the LESSOR and if the LESSOR does not approve a chemical, it may not be used. If LESSEE believes that it will not be able to use the LEASED PREMISES if the requested chemical or other product has not been approved, then LESSEE may terminate the lease prior to making payment to LESSOR. In addition, the premises shall not be used for any other purpose without the LESSOR'S prior written consent.

E. GENERAL OPERATIONS ON PREMISES.

1. **General Operations.** All operations conducted on the premises by LESSEE as incidents of any use specified in paragraph D of this LEASE shall be in accordance with the best course of organic farming practiced in the geographical vicinity of the premises and in accordance with the United States Department of Agricultural Standards established under the Organic Foods Production Act of 1990 Organic Farming. If LESSEE fails to perform any of such obligations in the prescribed manner, after LESSOR shall have given LESSEE 30 days written notice of such failure, LESSOR may enter the premises and take whatever action it deems necessary to protect its interest therein and in this lease. LESSEE shall reimburse LESSOR on demand for the cost of any action LESSOR may take under the provisions of this paragraph.
2. **Removal of Tree and Bush Materials.** Prior to initiating any planting on the site LESSEE shall remove from the perimeter of the site any and all exotic trees and bushes allowing a clear view of the farm operations from the adjacent roadways.
3. **Drainage and Roadway Easements.** LESSEE acknowledges that LESSOR and the owners of the adjacent church site have agreed to the establishment of drainage and roadway easements across the leased premises. Those existing and proposed easements are more particularly set forth in Exhibit C to this agreement. LESSEE operations on the leased premise shall not interfere or encumber the drainage and roadway easements identified in Exhibit C.

F. REAL ESTATE TAXES

1. **Taxes and Assessments.** LESSEE shall, at his own expense and at all times during the term(s) of this LEASE, pay any and all lawful taxes and assessments including ad valorem taxes levied against the real property, improvements attached thereto by the LESSEE or LESSEE's personal property or otherwise arising out of its operation of or on the LEASED PREMISES. LESSOR shall request appropriate agricultural exemption on the LEASED PREMISES within ten (10) days of this LEASE being entered into. None of the terms, covenants, or conditions of this LEASE shall be construed as a release or waiver on the part of the LESSOR, as a Florida Municipal Corporation, of any right to assess, levy or collect any license, personal, tangible, intangible, occupation, or other tax which LESSOR or any other governmental authority may lawfully impose on the business or property of LESSEE. However, under no circumstances shall the LESSOR be obligated under this LEASE to pay any taxes and/or assessments pursuant to this paragraph. In order to take advantage of the discounted rate on monies due for property taxes, the LESSOR may choose to pay property taxes on or before November 30 of the lease year. The LESSEE shall be responsible for reimbursing the LESSOR in full no later than 60 days or January 30 of the following calendar year.

2. **Different Method of Assessment.** If some method or type of taxation shall replace the current method of the assessment or imposition of real estate taxes or assessments, or the type thereof, LESSEE agrees that LESSEE shall pay the same computed in a fashion consistent with the method of computation herein.

G. REPAIRS, ALTERATIONS AND LIENS, UTILITIES, AND WASTE

1. **Repairs.** Without limitation, LESSEE or their assigns shall be responsible for the making of any improvements or repairs in respect to the LEASED PREMISES. The LESSEE shall keep in good order, condition and repair the LEASED PREMISES and all improvements constructed thereon.

2. **Alterations and Liens.** LESSEE or its assigns may cause any alterations, additions or improvements to the LEASED PREMISES necessary for agricultural purposes without the prior written consent of LESSOR. LESSEE shall keep the premises free and clear from all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon by LESSEE or at his request.

3. **Utilities.** LESSEE or its assigns shall pay all charges for gas, electric, water (including irrigation), telephone service, solid waste disposal, sewage disposal and other services used on or about or supplied to the LEASED PREMISES.

4. **Waste.** LESSEE shall not commit or permit the commission by others of any waste on the premises; maintain, commit, or permit the maintenance or commission of any nuisance as provided for in the Wellington Code of Ordinances; or use or permit the use of the premises for any unlawful purpose.

H. ASSIGNMENT AND SUBLETTING

1. The LESSEE may only assign this LEASE, or sublet the LEASED PREMISES, or any part thereof, or use the same or any part thereof, or permit the same, or any part thereof, to be used for the purpose as above stipulated with the prior written consent of the LESSOR.

2. The LESSEE shall not permit the LEASED PREMISES, or any part thereof to be used for any other purpose than as above stipulated without the prior written consent of the LESSOR.

I. LESSOR'S ACCESS TO LEASED PREMISES. LESSEE shall permit LESSOR or LESSOR's agents, employees or officers to inspect or examine the LEASED PREMISES at any reasonable time provided LESSOR has given LESSEE at least forty eight (48) hours notice of their intent to inspect the LEASED PREMISES.

J. DEFAULT

1. **LESSEE'S Default.** Upon the happening of any one or more of the following events, at the LESSOR's discretion, LESSEE shall be in default under the terms of this LEASE:

a. LESSEE's failure to pay any installment of rent, pursuant to section D, above, or any other sum to be paid by LESSEE under this LEASE within **thirty (30) days** after the same becomes due and payable under this LEASE; or

b. LESSEE's failure to perform or observe any term or condition of this LEASE; or

c. LESSEE's insolvency; or

d. LESSEE's abandonment of the premises.

e. The making by LESSEE or an guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy ; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this LEASE or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this LEASE

2. **LESSOR's Remedies.** Upon any occurrence in subsection (J) (1) above, the LESSOR, at its discretion, may then terminate this LEASE provided LESSOR has given LESSEE thirty (30) days notice of the default and an opportunity to cure said default, and reenter and take possession of the LEASED PREMISES, all without prejudice to LESSOR's rights to collect from LESSEE any rent due and owing or other sum which became payable to LESSOR prior to such termination or other legal rights that may exist against LESSEE.

K. TERMINATION.

1. **Termination for Cause.** This LEASE may be terminated by either party at any time for a breach of any material condition of this LEASE provided that notice and an opportunity to cure is received by the other party at least sixty (60) days prior to the terminated date. Termination shall not affect LESSOR's rights to collect from LESSEE any rent due and owing or other sum which became payable to LESSOR prior to such termination

2. **Termination for Convenience.** LESSOR may terminate the lease for convenience with one hundred twenty (120) days notice to the LESSEE provided that in any event the LESSEE shall be able to complete the growing and harvesting of any crops that have been planted prior to the expiration of the one hundred twenty (120) days notice.

L. MISCELLANEOUS PROVISIONS

1. **Acceptance by LESSEE.** LESSEE accepts the premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition. LESSEE warrants and represents to LESSOR that LESSEE has inspected the premises, that LESSEE has been assured by means independent of LESSOR or LESSOR's agents of the truth of all facts material to this lease, and that LESSEE is leasing the premises as a result of his inspection and investigation and not of any representations made by LESSOR or his agents.

2. **Hold Harmless.** LESSEE agrees to indemnify, defend and save harmless the LESSOR from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by LESSEE.

3. **Relationship.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in anyway creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting LESSEE as the agent or representative of the LESSOR for any purpose or in any manner whatsoever.

4. **Surrender of Premises.** On the expiration or earlier termination of the term(s) of this LEASE, LESSEE shall quit and surrender the LEASED PREMISES in neat and clean condition and in good order, condition and repair, together with all work, alterations and additions including fixtures, which may have been made or installed in, on or to the LEASED PREMISES prior to or during the term(s) of this LEASE. Any or all of the improvements shall be removed by LESSEE from the LEASED PREMISES, with the exception of culverts installed prior to 1998, on or before the expiration of the term(s) of this LEASE.

5. **Right To Enter.** LESSOR, or LESSOR's designee, agent or contract purchaser, has the right to enter the LEASED PREMISES to perform such surveys, inspections, environmental analyses, soil borings and other tests as LESSOR may require. Such testing shall not interfere with the farming operation and the LESSEE shall be given forty eight (48) hours notice of any proposed testing or inspections of the LEASED PREMISES.

6. **Holding Over.** Any holding over by LESSEE after the expiration of the term(s) of this LEASE shall be treated as a tenancy at sufferance at the rent and other charges specified herein, prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this LEASE, so far as applicable.

7. **Insurance Requirements.** LESSEE shall not commit or permit the commission of any hazardous acts on the premises or use or permit its use in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the premises, and the crops and improvements thereon. LESSEE shall maintain, as a minimum, general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and shall furnish a certificate of same to LESSOR, naming the LESSOR as an additional insured.

8. **Debts.** Neither party shall be responsible in any way for the debts or liabilities of the other party, unless otherwise stated herein.

9. **Severability.** If any term(s) or provision of this LEASE, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this LEASE, or the application of such term(s) or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this LEASE shall be valid and be enforced to the fullest extent permitted by law.

10. **Binding Effect.** Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of LESSOR and LESSEE. This reference to successors and assigns of LESSEE is not intended to constitute LESSOR's consent to assignment by LESSEE, but has reference only to those instances in which LESSOR may give consent to a particular assignment as required by the provisions of paragraph (N) hereof.

11. **Recording.** LESSEE and LESSOR agree not to record this LEASE.

12. **Notices.** Whenever by the term(s) of this LEASE, notice or demand shall or may be given either to LESSOR or to LESSEE, such notice or demand shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid:

- a. TO LESSOR: Paul Schofield, Manager
Village of Wellington
12300 W. Forest Hill Boulevard

Wellington, Florida 33414

b. TO LESSEE: James M. Alderman, President
PO Box 740631
Boynton Beach, FL 33474

Mark A. Perry, P.A.
50 SE 4th Avenue
Delray Beach, Florida 33483

All such notices shall be effective when deposited in the United States mail or when hand delivered.

13. **Governing Law.** This LEASE shall be governed exclusively by the provisions hereof and by the laws of the State of Florida.

14. **Attorneys' Fees.** LESSOR and LESSEE agree that in the event it should become necessary for either of them to employ an attorney or enforce any of its rights hereunder or under Florida law, the prevailing party shall be entitled to recover all of its costs and expenses from the other party, including attorney's fees which may reasonably be incurred or paid at any time or times in connection therewith, including, without limitation, attorneys' fees for legal services rendered prior to litigation and in all trial, appellate and bankruptcy court proceedings. The private market rate shall apply for government attorneys, paralegals and legal assistant fees.

15. **Captions and Interpretation.** The titles or captions to the paragraphs contained in this LEASE are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this LEASE. Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. Thus use of the singular herein shall be deemed to include the plural, and conversely, the plural shall be deemed to include the singular.

16. **Waiver.** The rights of the LESSOR under the foregoing shall be cumulative, and failure on the part of the LESSOR to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

17. **Entire Agreement.** This LEASE contains the entire agreement of the parties with respect to the LEASED PREMISES, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties relative to the LEASED PREMISES not embodied in this LEASE shall have any force or effect. This LEASE shall not be modified or supplemented except in writing subscribed by all parties.

18. **Time of Essence.** It is understood and agreed between the parties hereto that time is of the essence of this Lease, and this applies to all terms and conditions herein contained.

My commission expires:_____

ATTEST:

ACME IMPROVEMENT DISTRICT

By:_____
Rachel Callovi, Secretary

By:_____
Anne Gerwig, President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Laurie Cohen, Board Attorney

19. **Construction.** This Agreement has been mutually prepared and drafted by both parties, upon advice and consent of legal counsel. As a result, it is the intent of the parties that neither party shall be entitled to benefit from any rules of construction with respect to the interpretation of any terms, conditions or provision of this Agreement in favor of or against any person or party who drafted this Agreement.

20. **Effective Date.** The Effective Date of this Agreement shall be the date of commencement shown in paragraph B above.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purposes herein expressed on the day and year first written above.

WITNESSES, AS TO
J. ALDERMAN FARMS, INC.:

Sign: Melanie Eisker
Print: Melanie Eisker
Sign: Melanie Eisker
Print: Melanie Eisker

J. ALDERMAN FARMS, INC., a Florida Corporation

Sign: J. M. Alderman
James M. Alderman as President

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared JAMES ALDERMAN who produced as identification a _____ Driver's License, showing him to be the person described in and who executed the foregoing instrument as PRESIDENT of J. ALDERMAN FARMS, INC., a Florida corporation and did acknowledge before me that he executed the same for and on behalf of said corporation as such officer by due and regular corporate and company authority.

22ND IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of MARCH, 2017.



Notary Public Melissa Dawn McCormick
State of FLORIDA



Legislation Text

File #: 17-0938, **Version:** 1

ITEM: AUTHORIZATION TO RENEW AN ANNUAL AUDITING SERVICES CONTRACT WITH GRAU AND ASSOCIATES

REQUEST: Authorization to renew an annual auditing services contract with Grau and Associates, for three years, in the amount of \$70,000 (2017), \$72,000 (2018) and \$74,000 (2019).

EXPLANATION: The Office of Financial Management and Budget utilizes a contract with Grau & Associates to provide annual auditing services. The contract includes an examination of basic financial statements for the Village and its related component, Acme Improvement District. The audit is also conducted to ensure operations were performed in accordance with legal and regulatory requirements.

The initial term of the contract with Grau & Associates was for audits of three fiscal years (2012, 2013 and 2014), with the option to renew for two additional fiscal year audits. The Village has exercised both contract renewal options.

Pursuant to Florida Statutes Chapter 218.391- Auditor Selection Procedures, "*written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in FS 218.391. Renewal of a contract shall be in writing.*"

Based on this language, staff recommends renewing the existing contract with Grau & Associates, for three additional years, to include an annual audit of fiscal year 2017, 2018 and 2019, in the amount not to exceed \$216,000.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are budgeted in the proposed FY 2018 OFMB budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew an annual auditing services contract with Grau and Associates, for three years, in the amount of \$70,000 (2017), \$72,000 (2018) and \$74,000 (2019).



March 22, 2017

Honorable Mayor and Village Council
Village of Wellington, Florida
12300 W. Forest Hill Boulevard
Wellington, FL 33414

We are pleased to confirm our understanding of the services we are to provide the Village of Wellington, Florida ("the Village") for the fiscal years ended September 30, 2017 - 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Village of Wellington for the fiscal year ended September 30, 2017 - 2019. In addition, we will examine the Village's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2017-2019 audits.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Condition rating of street system
4. Schedule of proportionate share of net pension liability
5. Schedule of pension contributions
6. OPEB schedule of funding progress

We have also been engaged to report on supplementary information that will be included in the Comprehensive Annual Financial Report (CAFR) other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards (if applicable)
2. Combining and individual nonmajor fund financial statements
3. Budgetary comparison schedules for other funds

The following other information accompanying the financial statements that will be included in the Comprehensive Annual Financial Report (CAFR) will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance:

1. Introduction section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the Village is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the Village's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the Village's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the

audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the

reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, if applicable. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Audit Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the

reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The Village agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$70,000 for the September 30, 2017 audit. The fees for fiscal year 2018 and 2019 will not exceed \$72,000 and \$74,000, respectively, unless there is a significant change in activity by the Village, which results in additional audit work. The fee for each compliance audit will be \$5,000, if applicable.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Village of Wellington and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Village of Wellington.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016



Village of Wellington

Legislation Text

File #: 17-0714, **Version:** 1

ITEM: AUTHORIZATION TO NEGOTIATE A CONTRACT TO PROVIDE A HOUSING AND ECONOMIC IMPACT STUDY

REQUEST: Authorization to negotiate a contract with Strategic Planning Group, Inc., to provide the Village with a housing and economic impact study.

EXPLANATION: On November 7, 2016, the Village released RFP# 027-16/ED, seeking qualified firms interested in providing the Village with a housing and economic impact study. This study will become the backbone to a strategic plan for the Village; providing future development and redevelopment projections, as well as a basis for policymaking decisions that will guide housing approvals, community redevelopment, and strategic planning for the next thirty years.

On January 5, 2017, the Village received responsive proposals from eight firms interested in providing such a study. After evaluating the responsive proposals, on February 7, 2017, the selection committee met and independently scored and ranked each proposer as follows:

1. Strategic Planning Group, Inc.
2. The Chesapeake Group, Inc.
3. F.I.U. Metropolitan Center
4. Xicon Economics
5. Mellgren Planning Group
6. Clifford McCue & Associates
- 6 Willdan Financial
- 8 Redevelopment Management Associates

The criteria for ranking each firm included; Qualifications and Experience, Approach and Methodology, and Cost/Fees.

Based on the results of the scoring, the Selection Committee short listed the four highest ranked proposers, and requested 45 minute sessions (30-minute presentation/15 minutes questions and answers) with each. One of the short listed proposers (The Chesapeake Group, Inc.) subsequently withdrew from consideration.

On March 17, 2017, the selection committee conducted interviews/presentations with the three remaining proposers. Subsequently, the committee re-scored and re-ranked all the proposers as follows:

1. Strategic Planning Group, Inc.
2. F.I.U. Metropolitan Center
3. Xicon Economics

The committee has recommended entering into contract negotiations with Strategic Planning Group, Inc., the highest ranked proposer. Strategic Planning Group's proposal provided a flat fee price of \$36,236 for the housing study and \$71,474 for an economic study. The total cost of both studies is \$107,710.

File #: 17-0714, Version: 1

If approved, staff will begin contract negotiations, and if successful, contract award will be presented to Council, at a later meeting.

All related RFP documents can be found at:

[<http://wellingtonfl.gov/Home/Components/RFP/RFP/267/203>](http://wellingtonfl.gov/Home/Components/RFP/RFP/267/203)

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Strategic Planning Group's proposal provided a flat fee price of \$36,236 for the housing study and \$71,474 for an economic study. The total cost of both studies is \$107,710. Funding was included in the FY 2017 Budget in Strategic Planning Outside Services, GL# 001-4015-515.34-01.

WELLINGTON FUNDAMENTAL: Protecting our investment

RECOMMENDATION: Authorization to negotiate a contract with Strategic Planning Group, Inc. to provide the Village with a housing and economic impact study.

RFP #027-16/ED
Housing and Economic Impact Study
RFP OPENING DATE: January 6, 2017
RFP OPENING TIME:10:00 AM

"Offers from the vendors listed herein are the only proposers
received timely as of the above receiving date and time.

CHECKLIST	TSG The Chesapeake Group, Inc.	Xicon Economics	Mellgren Planning Group	FIU Metropolitan Center	Clifford McCue & Associates	Strategic Planning Group, Inc.	Willdan Financial	Redevelopment Management Associates (RMA)
RFP SUBMITTAL - ORIGINAL & 5 COPY & 1 CD	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
COVER LETTER	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TABLE OF CONTENTS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PROPOSAL CHECKLIST	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
SUBMITTAL FORM	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
LOCAL PREFERENCE APPLICATION	Does Not Qualify	Does Not Qualify	Does Not Qualify	Does Not Qualify	Does Not Qualify	Does Not qualify	Does Not Qualify	Does Not Qualify
INSURANCE	Yes	Yes	Yes	Yes	To be provided if contract awarded	Yes	Yes	Yes
LICENSES/CERTIFICATES OF AUTHORIZATION	Yes	Yes	Yes	N/A	N/A	Yes	Yes	Yes
QUALIFICATIONS AND EXPERIENCE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TECHNICAL APPROACH AND METHODOLOGY	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FEES TO OPERFORM SERVICES	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Housing Impact Study	\$30,000	\$25,000.00	\$57,000.00	\$30,000.00	\$30,128.00	\$36,236.00	\$14,500.00	\$41,500.00
Economic Impact Study	\$56,000	\$75,000.00	\$62,000.00	\$73,000.00	\$76,926.00	\$71,474.00	\$18,500.00	\$68,500.00
Total Cost	\$86,000.00	\$100,000.00	\$119,000.00	\$103,000.00	\$107,054.00	\$107,710.00	\$33,000.00	\$110,000.00
PROPOSER'S CERTIFICATION FORM	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CONFLICT OF INTEREST FORM	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
QUESTIONNAIRE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DRUG FREE WORKPLACE FORM	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ACKNOWLEDGEMENT OF ADDENDUMS	Yes	Acknowledged RFIs	Yes	Yes	Acknowledged RFI's	Acknowledged RFI's	Acknowledged RFI's	Acknowledged RFI's

RFP #027-16/ED
Housing and Economic Impact Study
RFP OPENING DATE: January 6, 2017
RFP OPENING TIME:10:00 AM

"Offers from the vendors listed herein are the only proposers
received timely as of the above receiving date and time.

CHECKLIST	TSG The Chesapeake Group, Inc.	Xicon Economics	Mellgren Planning Group	FIU Metropolitan Center	Clifford McCue & Associates	Strategic Planning Group, Inc.	Willdan Financial	Redevelopment Management Associates (RMA)
-----------	-----------------------------------	-----------------	-------------------------	-------------------------	-----------------------------	--------------------------------	-------------------	--



Council

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

Manager

Paul Schofield

March 20, 2017

NOTICE OF INTENT TO NEGOTIATE/AWARD

Notice is provided as follows:

REQUEST FOR PROPOSAL (RFP 027-16/ED- HOUSING AND ECONOMIC IMPACT STUDY)

1. On March 17, 2017, the selection committee for the above referenced solicitation, heard presentations and conducted interviews with the three short listed firms. Subsequently, the committee scored and ranked each proposer. Based on the results of the scoring the committee is recommending negotiations with the highest ranked firm:

Strategic Planning Group

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

RFP# 027-16/ED - Housing and Economic Impact Study

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Ordinal Ranking
Shannon LaRoque								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	Rank
1	TSG The Chesapeake Group, Inc.	38	40	19	97	0	97	2
2	Xicon Economics	30	20	20	70	0	70	6
3	Mellgren Planning Group	39	39	18	96	0	96	3
4	FIU Metropolitan Center	37	38	20	95	0	95	4
5	Clifford McCue & Associates	30	37	19	86	0	86	5
6	Strategic Planning Group, Inc.	40	39	19	98	0	98	1
7	Willdan Financial	28	20	10	58	0	58	8
8	Redevelopment Management Associates (RMA)	30	10	19	59	0	59	7

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Ordinal Ranking
Robert Basehart								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	Rank
1	TSG The Chesapeake Group, Inc.	30	30	18	78	0	78	7
2	Xicon Economics	32	27	15	74	0	74	8
3	Mellgren Planning Group	33	36	12	81	0	81	4
4	FIU Metropolitan Center	38	39	16	93	0	93	1
5	Clifford McCue & Associates	32	34	15	81	0	81	4
6	Strategic Planning Group, Inc.	36	35	15	86	0	86	2
7	Willdan Financial	32	30	20	82	0	82	3
8	Redevelopment Management Associates (RMA)	30	35	14	79	0	79	6

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Ordinal Ranking
Michael O'Dell								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	Rank
1	TSG The Chesapeake Group, Inc.	36	36	20	92	0	92	3
2	Xicon Economics	40	37	18	95	0	95	2
3	Mellgren Planning Group	35	33	11	79	0	79	7
4	FIU Metropolitan Center	39	40	17	96	0	96	1
5	Clifford McCue & Associates	36	35	14	85	0	85	4
6	Strategic Planning Group, Inc.	36	36	13	85	0	85	4
7	Willdan Financial	32	32	20	84	0	84	6
8	Redevelopment Management Associates (RMA)	33	30	15	78	0	78	8
	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Ordinal Ranking
Tanya Quickel								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	Rank
1	TSG The Chesapeake Group, Inc.	40	39	18	97	0	97	2
2	Xicon Economics	40	40	20	100	0	100	1
3	Mellgren Planning Group	38	38	7	83	0	83	5
4	FIU Metropolitan Center	38	39	16	93	0	93	3
5	Clifford McCue & Associates	25	25	7	57	0	57	8
6	Strategic Planning Group, Inc.	40	40	7	87	0	87	4
7	Willdan Financial	35	35	2	72	0	72	6
8	Redevelopment Management Associates (RMA)	30	28	8	66	0	66	7

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Ordinal Ranking
Tom Lundeen								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	Rank
1	TSG The Chesapeake Group, Inc.	40	40	18	98	0	98	1
2	Xicon Economics	33	40	16	89	0	89	3
3	Mellgren Planning Group	40	40	6	86	0	86	5
4	FIU Metropolitan Center	25	40	14	79	0	79	7
5	Clifford McCue & Associates	25	40	12	77	0	77	8
6	Strategic Planning Group, Inc.	40	40	10	90	0	90	2
7	Willdan Financial	40	20	20	80	0	80	6
8	Redevelopment Management Associates (RMA)	40	40	8	88	0	88	4

	Proposers	FINAL ORDINAL	Final
#		POINTS	Rank
1	TSG The Chesapeake Group, Inc.	15	2
2	Xicon Economics	20	4
3	Mellgren Planning Group	24	5
4	FIU Metropolitan Center	16	3
5	Clifford McCue & Associates	29	6
6	Strategic Planning Group, Inc.	13	1
7	Willdan Financial	29	6
8	Redevelopment Management Associates (RMA)	32	8

RFP# 027-16/ED - Housing and Economic Impact Study Oral Presentations

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Rank
Shannon LaRoque								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Xicon Economics	37	37	20	94	0	94	3
2	FIU Metropolitan Center	38	38	19	95	0	95	2
3	Strategic Planning Group, Inc.	39	39	19	97	0	97	1

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Rank
Robert Basehart								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Xicon Economics	36	35	17	88	0	88	3
2	FIU Metropolitan Center	37	37	17	91	0	91	2
3	Strategic Planning Group, Inc.	38	38	16	92	0	92	1

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Rank
Michael O'Dell								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Xicon Economics	38	36	18	92	0	92	2
2	FIU Metropolitan Center	40	40	17	97	0	97	1
3	Strategic Planning Group, Inc.	37	37	13	87	0	87	3

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Rank
Tanya Quickel								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Xicon Economics	40	40	20	100	0	100	1
2	FIU Metropolitan Center	38	38	19	95	0	95	3
3	Strategic Planning Group, Inc.	39	39	18	96	0	96	2

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Fees to Perform Services	Total	Local Preference	Grand Total	Rank
Tom Lundeen								
#	Housing & Economic Impact Study	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Xicon Economics	38	35	20	93	0	93	3
2	FIU Metropolitan Center	39	38	18	95	0	95	2
3	Strategic Planning Group, Inc.	40	40	16	96	0	96	1

	Proposers	FINAL ORDINAL	Final
#		POINTS	Rank
1	Xicon Economics	12	3
2	FIU Metropolitan Center	10	2
3	Strategic Planning Group, Inc.	8	1



Legislation Text

File #: 17-0713, **Version:** 1

ITEM: AUTHORIZATION TO RENEW AN EXISTING AGREEMENT WITH COMMUNITY CHAMPIONS TO PROVIDE FORECLOSURE REGISTRY SERVICES

REQUEST: Authorization to renew contract #020-13/ED with Community Champions to provide foreclosure registry services to the Village.

EXPLANATION: On May 28, 2013, the Village Council awarded a contract to Community Champions to provide the Village with foreclosure registry services. The initial term of the contract was for three years expiring on May 28, 2016 with two (2) additional one (1) year renewal options. Staff is recommending exercising the second and final renewal option, effective through May 28, 2018.

Under Community Champion's existing agreement, they are responsible for collecting the established registration fee of \$150.00 for each foreclosed home. Community Champions then retains \$100.00 of each registration fee collected, and remits \$50.00 to the Village.

A total of 1,596 foreclosed homes have been registered since 2013 of which 417 are still active. A summary of revenue generated, since inception of the program in 2013, is summarized below:

Year	Revenue Generated
2013	\$22,925
2014	\$59,950
2015	\$59,550
2016	\$32,850
2017 (YTD)	\$7,400
	Total \$182,674

Community Champions has provided foreclosure registry services to the Village since 2013 and is currently contracted with many government agencies nationally. Additionally, they possess over five years' experience in the development, implementation, and management of a foreclosed property registry database and on-line fee collection system.

Staff recommends renewing the existing agreement with Community Champions, to provide foreclosure registry services to the Village, for one additional year, effective through May 28, 2018.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

File #: 17-0713, Version: 1

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Revenue generating depending on foreclosure registration fees collected.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew contract #020-13/ED with Community Champions to provide foreclosure registry services to the Village.

**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

March 9, 2017

Federal Property Registration Corporation
 Tom Darnell
 Vice President
 6767 N. Wickham Rd.
 Suite 500
 Melbourne, FL 32940

RE: Contract Renewal

Dear Mr. Darnell:

Federal Property Registration Corporation (FPRC) is the awardee for RFP #020-13/ENR (Foreclosure Registry Services). The contract is set to expire on May 28, 2017. The contract allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the second and final renewal option through May 28, 2018, under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

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

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by March 17, 2017. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>David Mulberry</u>	<u></u>	<u>3/14/17</u>
	Printed Name	Signature	Date
Reject Renewal:	<u> </u>	<u> </u>	<u> </u>
	Printed Name	Signature	Date

Thank you,
 Ed De La Vega
edelavega@wellingtonfl.gov



Legislation Text

File #: 17-0718, **Version:** 1

ITEM: AUTHORIZATION TO RENEW EXISTING CONTRACTS FOR MULCH, PINE STRAW AND GROUND PREPARATION MATERIAL

REQUEST: Authorization to renew existing contracts with a primary and secondary vendor for mulch, pine straw and ground preparation in the amount of approximately \$88,000.00 annually.

EXPLANATION: The Public Works Department utilizes various types of mulch, pine straw and ground preparation materials to maintain facilities throughout the Village.

On June 25, 2013, Council awarded Bid #016-13/ENR to a primary and secondary vendor to provide mulch, pine straw and ground preparation materials Village-wide. Staff is requesting authorization to exercise the last renewal option with Odum's Sod, a Western Communities local vendor, and Amerigrow Recycling, a Palm Beach County local vendor, to provide mulch, pine straw and ground preparation materials Village-wide through June 25, 2018 with no price increases (See Exhibit A).

The secondary vendor will be utilized only in the event that the primary vendor cannot provide the required materials. Staff researched the School District of Palm Beach County and Southeast Florida Co-op contracts and found the material awarded as part of those bids did not meet the Village's requirements or needs.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the FY 2017 Public Works operating budget to cover these expenditures.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to renew existing contracts with a primary and secondary vendor for mulch, pine straw and ground preparation in the amount of approximately \$88,000.00 annually.

Council

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

Manager
Paul Schofield

Odums' Sod, Inc.
13961 Okeechobee Blvd.
Loxahatchee, FL 33470
odumssod@yahoo.com

March 7, 2017

RE: Contract Renewal

Dear Mr. Odums:

Odums' Sod, Inc. is one of the awardee's for Bid #016-13/ENR (Annual Contract for Mulch, Sod, Pine Straw & Ground Preparation). The contract is set to expire on June 25, 2017 and allows for one (1) additional one (1) year renewal by mutual agreement. **Wellington would like to exercise the final renewal option through June 25, 2018 (For items 10, 11, 14, 24-27),** under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

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

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by March 15, 2017. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal: Warren Prescott JR
Printed Name


Signature

March 15, 2017

Date

Reject Renewal: _____
Printed Name

Signature

Date

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



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

Amerigrow Recycling Delray L.P.
10320 W. Atlantic Ave.
Delray Beach, FL 33446
info@amerigrow.com

March 7, 2017

RE: Contract Renewal

Dear Mr. Tomlinson,

Amerigrow Recycling is one of the awardee's for Bid #016-13/ENR (Annual Contract for Mulch, Sod, Pine Straw & Ground Preparation). The contract is set to expire on June 25, 2017 and allows for one (1) additional one (1) year renewal by mutual agreement. ***Wellington would like to exercise the final renewal option through June 25, 2018 (For items 10 through 21),*** under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

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

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by March 15, 2017. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal: David Tomlinson [Signature] 17 3/8/17
Printed Name Signature Date

Reject Renewal: _____

Printed Name Signature Date

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

Exhibit A

Annual Contract for Mulch, Pine Straw & Ground Prep.

Bid #016-13/ENR

			Odums Sod, Inc.		Amerigrow		Odums Sod, Inc.		Amerigrow		Odums Sod, Inc.		Amerigrow	
Item #	Item Description	UOM	Picked-Up Price		Delivered Price		Delivered & Installed							
Mulch: Various Types - ALL CERTIFIED														
10	Mulch Red - Shredded (See Specs)	Per Bag	\$	2.10	\$	1.58	\$	2.59	\$	1.68	No Bid	\$	28.00	
11	Bulk Mulch Red - Shredded (See Specs)	Per CY	\$	25.30	\$	16.00	\$	25.30	\$	16.75	No Bid	\$	28.00	
12	Mulch Red - Shredded (Blown-In) (See Specs)	Per CY		No Bid		No Bid		No Bid		No Bid	No Bid	\$	28.00	
13	Gold Mulch - Shredded (See Specs)	Per Bag		No Bid	\$	1.58		No Bid	\$	1.68	No Bid	\$	28.00	
14	Bulk Mulch Gold - Shredded (See Specs)	Per CY	\$	28.60	\$	16.00	\$	28.60	\$	16.75	No Bid	\$	28.00	
15	Mulch Gold - Shredded (Blown-In) (See Specs)	Per CY		No Bid		No Bid		No Bid		No Bid	No Bid	\$	28.00	
16	Melaleuca 100% (cured) (See Specs)	Per 2 Cubic Ft. Bag		No Bid	\$	1.48		No Bid	\$	1.58	No Bid	\$	27.00	
17	Melaleuca 100% (cured) (Blown-In) (See Specs)	Per CY		No Bid		No Bid		No Bid		No Bid	No Bid	\$	27.00	
18	Pine Bark Mulch Mini Nuggets (See Specs)	Per 2 Cubic Ft. Bag		No Bid	\$	2.30		No Bid	\$	2.40	No Bid	\$	42.00	
19	Pine Bark Mulch Mini Nuggets (Blown-In) (See Specs)	Per CY		No Bid		No Bid		No Bid		No Bid	No Bid	\$	42.00	
Pine Straw & Ground Preparation														
20	Certified Playground Woodchip Mulch (Must meet ASTM F 1292-04 + F1951) (See Specs)	Per CY		No Bid	\$	2.30		No Bid	\$	2.40	No Bid	No Bid	No Bid	
21	Certified Playground Woodchip Mulch (Blown-In) (Must meet ASTM F 1292-04 + F1951) (See Specs)	Per CY		No Bid		No Bid		No Bid		No Bid	No Bid	\$	42.00	
22	Pine Straw Mulch (See Specs)	Per Bale	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
23	Pine Straw Mulch (See Specs)	Per Truckload	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
24	Ryegrass seed- Royal Flush Blend- 1/3 Sonata PRG, 1/3 Jet PRG, 1/3 Shining Star PRG (POA FREE)	Per PD	\$	1.95		No Bid	\$	2.44		No Bid	\$	3.05	No Bid	
25	Bermuda Triangle bucket- 3 types blended	Per PD	\$	16.16		No Bid	\$	20.20		No Bid	\$	25.25	No Bid	
26	Princess 77 Bermudagrass seed	Per PD	\$	26.09		No Bid	\$	32.61		No Bid	\$	40.76	No Bid	
27	Clarified Argentine Bahia Grass Seed (See Specs)	Per PD	\$	6.08		No Bid	\$	7.60		No Bid	\$	9.50	No Bid	

Key
Primary Awardee
Secondary Awardee



Legislation Text

File #: 17-0719, **Version:** 1

ITEM: AUTHORIZATION TO RENEW EXISTING CONTRACTS FOR THE PURCHASE AND DELIVERY OF FILL MATERIALS

REQUEST: Authorization to renew existing contracts with a primary and secondary vendor for the purchase and delivery of fill materials in the amount of approximately \$43,000 annually.

EXPLANATION: The Public Works Department utilizes a variety of fill materials to maintain park facilities Village-wide.

On June 25, 2013, Council awarded Bid #019-13/ENR to a primary and secondary vendor to provide such material Village-wide, on an as-needed basis. Staff is requesting authorization to exercise the last renewal option with Florida Superior Sand, a Palm Beach County local vendor, and Allied Trucking of PB, LLC, a non-local vendor, to provide fill materials Village-wide through June 25, 2018 with no price increases (See Exhibit A).

The secondary vendor will be utilized only in the event that the primary vendor cannot provide the required materials. Staff researched two Southeast Florida Co-op contracts and found the material awarded as part of those bids did not meet the Village's requirements or needs.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

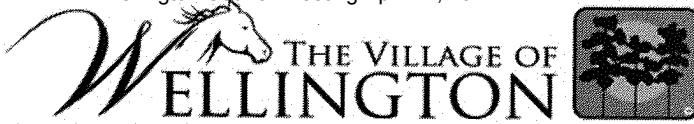
SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the FY 2017 operating budget to cover these expenditures.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to renew existing contracts with a primary and secondary vendor for the purchase and delivery of fill materials in the amount of approximately \$43,000 annually.

**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

Allied Trucking of Palm Beach, LC
 2701 Vista Pkwy Unit A8
 West Palm Beach, FL 33411
Alliedsaleslb@aol.com

March 23, 2017

RE: Contract Renewal

Dear Officer of the Company:

Allied Trucking of Palm Beach, LC is one of the awardee's for Bid #019-13/ENR (Purchase & Delivery of Fill Materials). The award description and pricing is listed below:

Description	Awardee	Price Per Ton
Red Clay		
Primary	Florida Superior Sand	\$ 32.00
Secondary	Allied Trucking of PB, LLC	\$ 33.00
Sand		
Primary	Allied Trucking of PB, LLC	\$ 8.95
Secondary	Florida Superior Sand	\$ 10.50
Top Dressing USGA		
Primary	Allied Trucking of PB, LLC	\$ 22.25
Secondary	Florida Superior Sand	\$ 24.75
Green Top Dressing Sand		
Primary	Florida Superior Sand	\$ 39.50
Secondary	Allied Trucking of PB, LLC	\$ 44.50

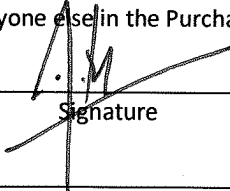
The contract is set to expire on June 25, 2017 and allows for one (1) additional one (1) year renewals by mutual agreement. **Wellington would like to exercise the final renewal option through June 25, 2018, under the previous annual pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.**

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

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by March 15, 2017. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>RAUL L. Smith</u>	<u></u>	<u>3-24-17</u>
	Printed Name	Signature	Date
Reject Renewal:	_____	_____	_____
	Printed Name	Signature	Date

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

**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

March 8, 2017

FL Superior Sand, Inc.
 P.O. Box 541896
 Lake Worth, FL 33454
Fss5901@aol.com

RE: Contract Renewal

Dear Mr. Jefferson:

FL Superior Sand, Inc. is one of the awardee's for Bid #019-13/ENR (Purchase & Delivery of Fill Materials). The award description and pricing is listed below:

Description	Awardee	Price Per Ton
Red Clay		
Primary	Florida Superior Sand	\$ 32.00
Secondary	Allied Trucking of PB, LLC	\$ 33.00
Sand		
Primary	Allied Trucking of PB, LLC	\$ 8.95
Secondary	Florida Superior Sand	\$ 10.50
Top Dressing USGA		
Primary	Allied Trucking of PB, LLC	\$ 22.25
Secondary	Florida Superior Sand	\$ 24.75
Green Top Dressing Sand		
Primary	Florida Superior Sand	\$ 39.50
Secondary	Allied Trucking of PB, LLC	\$ 44.50

The contract is set to expire on June 25, 2017 and allows for one (1) additional one (1) year renewals by mutual agreement. **Wellington would like to exercise the final renewal option through June 25, 2018, under the previous annual pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.**

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

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

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

Please indicate acceptance or rejection of the renewal, as indicated below, and return to my attention by March 15, 2017. If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal: MARION A. Jefferson [Signature] 3/14/2017
Printed Name Signature Date

Reject Renewal: _____
Printed Name Signature Date

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

Exhibit A

Description	Awardee	Price Per Ton
Red Clay		
Primary	Florida Superior Sand	\$ 32.00
Secondary	Allied Trucking of PB, LLC	\$ 33.00
Sand		
Primary	Allied Trucking of PB, LLC	\$ 8.95
Secondary	Florida Superior Sand	\$ 10.50
Top Dressing USGA		
Primary	Allied Trucking of PB, LLC	\$ 22.25
Secondary	Florida Superior Sand	\$ 24.75
Green Top Dressing Sand		
Primary	Florida Superior Sand	\$ 39.50
Secondary	Allied Trucking of PB, LLC	\$ 44.50



Village of Wellington

Legislation Text

File #: 17-1033, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE EXISTING CONTRACTS FOR THE 12TH FAIRWAY AND PINEWOOD EAST DRAINAGE SYSTEM PROJECTS

REQUEST: Authorization to utilize previously awarded contracts for two drainage system projects, not to exceed \$202,000.

EXPLANATION: The Public Works Department is seeking authorization to utilize annual contracts approved by Council in 2014 and 2015 respectively, for two drainage system projects that exceed \$25,000 in cost. The terms of the annual contracts are specified in each section below for the respective projects. The projects include tree removal and drainage infrastructure repairs. Each of the awarded contracts, including vendors, project descriptions and estimated costs, are summarized below:

1. The 12th Fairway residences, along the storm water retention lakes, have planted trees in the drainage easement that have compromised the outfall drainage pipes to these lakes. A large storm event, could cause a backup of the storm water, affecting existing homes along the lake, and if not repaired, may also cause flooding for the “upstream” residences in the neighborhood. Currently, the Village cannot use the existing easement area to get to these problem trees; therefore the plan is to remove the tree clusters from a barge placed at the lake side, remove/grind the stumps and sod the disturbed areas.

On January 13, 2015, Council approved a contract, for canal bank and land clearing, to multiple vendors. The initial term of the contract is for three (3) years, expiring on January 13, 2018. Staff is seeking authorization to utilize Arbor Tree & Land, Inc., under the existing contract for the above referenced project, at an estimated cost of \$47,532.50, plus a 15% owner's contingency of \$7,129.88. The total cost of the project, including contingency, is \$54,662.38.

If required, other repairs may follow, including repair of the outfall pipes, the installation of new headwalls (estimated \$12,020.00), root removal from the existing outfall pipes and the installation of a liner inside the pipe (estimated \$21,665.00). Any such repair shall be completed, utilizing future separate purchase orders and existing previously approved annual contracts. The total for these additional repairs is \$33,685.00 and will only be completed if required.

2. The Pinewood East drainage infrastructure is in excess of 30 years old and has not been cleaned since its original installation. The drainage system was recently inspected and is in need of repairs.

On March 10, 2015, Council approved a contract for drainage infrastructure, inspection, cleaning and repairs to Shenandoah General Construction Company. The initial term of the contract is for three (3) years expiring on March 10, 2018. Staff is seeking authorization to utilize Shenandoah General Construction Company, under the existing contract, for the above referenced project, at an estimated cost of \$113,343.50.

All estimates are based on unit pricing contained in each of the contracts previously approved by Council. Although these contracts are not set to expire for some time, the individual projects exceed \$25,000 and require Council approval.

File #: 17-1033, Version: 1

Staff is seeking authorization to utilize the annual contracts summarized above for two drainage system projects that exceed \$25,000. The total of both projects is approximately \$202,000, and includes "other repairs", if required (described in section #1, par. #3, above).

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the Surface Water Major Maintenance (110-2010-538.46-30).

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize previously awarded contracts for two drainage system projects, exceeding \$25,000 in cost.

Proposal:

Date: 3/06/2017

To: **Bill Conerly**
City of Wellington
Deputy Director of Public Works

Project: **City of Wellington, Tree removal along lake's bank.**

Description:

- Mobilize and Demobilize barges and equipment to and from lake. Project done turnkey, one mobilization.
- Remove two (2) large tree clusters along the lakes bank.
- Excavate and remove ficus stump to expose drain pipe.
- All generated tree debris will be hauled out to legal disposal.
- Removal of 3 oak trees from lakes edge.
- Stump grind oak trees below ground level.
- Large cluster of trees stumps will be treated with Garlon.
- 4 pallets of sod (Bahia), purchased, transported and installed by barge.
- Up to 2 additional days with barge and excavator to assist 2nd contractor to restore the embankment. Also, transportation of pipe and headwall material to site by barge.

*Price Sheet Attached

Total Costs: \$47,532.50

Project Breakdown

Hours	Equipment	Rate	Total
4	Horizontal Grinder & Excavator	\$ 700.00	\$ 2,800.00
40	Supervisor	\$ 60.00	\$ 2,400.00
20	Skilled Labor	\$ 40.00	\$ 800.00
40	Labor	\$ 20.00	\$ 800.00
40	Excavator with thumb	\$ 150.00	\$ 6,000.00
40	Excavator with Sheer	\$ 150.00	\$ 6,000.00
20	front end Loader	\$ 85.00	\$ 1,700.00
20	80yd Dumb Truck	\$ 85.00	\$ 1,700.00
14	Grapple Truck	\$ 125.00	\$ 1,750.00
40	Push/Pull Barge	\$ 550.00	\$ 22,000.00
8	Portable Stump Ginder	\$ 125.00	\$ 1,000.00
10	Chainsaw/polesaw	\$ 20.00	\$ 200.00
2 Pallets	Sod(Bahia)	0.45/SF	\$ 382.50
		Total	\$ 47,532.50

SHENANDOAH
CONSTRUCTION1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

PROPOSAL #P5913

DATE: February 13, 2017
SUBMITTED TO: Wellington, Village of
STREET: 12300 West Forest Hill Blvd
CITY, STATE & ZIP: Wellington, FL 33414
PHONE: (561) 791-4000
FAX: (561) 791-4023
EMAIL: Tnarrow@wellingtonfl.gov
JOB NAME: Wellington CIPP Lining & Point
repair
ATTENTION: Terry Narrow

We propose to furnish a crew and all necessary equipment to CIPP of 12, 15, 18, and 30 INCH pipe. Dig up and replace 20 linear feet of 15 inch pipe due to roots at Pineacre Ln before lining at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

76	CIPP 15" Pipe 15 x 6.7mm (Burial Depth 0-6')	(at \$63.00 Per L.F.)	523 L.F.	\$32,949.00
78	CIPP 18" Pipe 8.1mm (Burial Depth 0-6')	(at \$74.55 Per L.F.)	100 L.F.	\$7,455.00
82	CIPP 30" Pipe 13.5mm (Burial Depth 0-6')	(at \$115.50 Per L.F.)	485 L.F.	\$56,017.50
#107	Foreman	(at \$50.00 Per Hour)	45 hour(s)	\$2,250.00
1	Storm drain video 0-48" post	(at \$4.00 Per L.F.)	1018 L.F.	\$4,072.00
#110	Vac Truck	(at \$190.00 Per Hour)	30 hour(s)	\$5,700.00
105	MOT	(at \$250.00 Each)	2 Each	\$500.00
106	Dump Truck	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
108	Skilled Labor	(at \$35.00 Per Hour)	64 hour(s)	\$2,240.00
102	Wheel Loader	(at \$50.00 Per Hour)	24 hour(s)	\$1,200.00
Estimated Total:				\$113,343.50

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:


SHENANDOAH GENERAL CONSTRUCTION CO.
Anthony GuglielmiTITLE
EstimatorDATE
02/13/2017



Village of Wellington

Legislation Text

File #: 17-1030, **Version:** 1

ITEM: AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING SERVICES FOR THE C-23 CANAL IMPROVEMENTS AND PIERSON ROAD/SOUTH SHORE BOULEVARD INTERSECTION MASTER PLAN DEVELOPMENT

REQUEST: Authorization to approve a task order to Mock Roos and Associates, Inc., not to exceed \$49,871.00, to provide engineering services to develop a master plan and estimated project cost for the C-23 Canal Improvements and Pierson Road/South Shore Boulevard intersection improvements.

EXPLANATION: On January 12, 2016, Council awarded an engineering services contract (011-15/ED) to multiple vendors. As part of the solicitation, Mock, Roos and Associates, Inc. was selected as one of Wellington's engineering service providers. Staff is seeking authorization to utilize such contract with Mock, Roos and Associates, Inc. to provide engineering consulting services for the C-23 Canal Improvements and Pierson Road/South Shore Boulevard intersection Master Plan Development. It is anticipated that the resulting Master Plan project will be included for Council consideration in the upcoming Fiscal Year 2017/2018 Budget. Furthermore, the Village is working to coordinate work already planned for this intersection by a private party with Village work so that the area undergoes construction activity once.

The canal improvements will determine the size and length of pipe required to pipe the existing canal. The canal improvements will allow the required area to widen and improve the intersection lane alignment and the turn lane improvements (length and number of lanes) required to move traffic more efficiently and safely through the intersection. The cost of the task order with Mock, Roos and Associates is not to exceed \$49,871.00.

Staff recommends awarding a task order to Mock, Roos and Associates, Inc. to provide engineering services for the C-23 Canal Improvements and Pierson Road/South Shore Boulevard Intersection Master Plan Development at a cost of \$49,871.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project are available in the Turn Lane Construction capital project (133-2021-541.65-09 #202023).

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to approve a task order to Mock Roos and Associates, Inc., not to exceed \$49,871.00, to provide engineering services to develop a master plan and estimated project cost for the C-23 Canal Improvements and Pierson Road/South Shore Boulevard intersection improvements.



March 20, 2017

Jonathan Reinsvold, P.E.
Senior Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

Ref. No.: B7703.10
Subject: Pierson Road Improvements at South Shore Boulevard
Master Plan Development

Dear Jonathan:

We are submitting the attached *Proposal to Provide Services for the Pierson Road Improvements at South Shore Boulevard Master Plan Development*. Please review the attached documents and return one signed copy of the *Proposal* to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on a lump sum basis for \$49,871.00.

If you have any questions please contact me at 683-3113, extension 216. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Thomas A. Biggs, P.E.
Executive Vice President

GGG:jeh
Enclosure
Copies: Bookkeeping

\\FILESERVER\Letters\mk\B7703.10\Pierson Road Improvements at South Shore Boulevard2.docx

Proposal To Provide Services Pierson Road Improvements at South Shore Boulevard Master Plan Development

Services to be provided by: Mock•Roos

Services provided to ("Wellington"): Village of Wellington

Proposal Date: March 20, 2017

Proposal Terms

A. Scope of Services:

Wellington desires to perform master planning development of the intersection of Pierson Road and South Shore Boulevard. The first Phase of the project will be appropriately sizing the culvert which will be constructed in the existing C-23 Canal and backfilled to accommodate additional roadway laneage. The second phase of the project will be master planning of the roadway improvements only. The intersection movements are currently envisioned as:

West Approach: Single through lane, Single right turn lane, Dual left turn lanes

North Approach: Single through lane, Single right turn lane, Single left turn lane

East Approach: Single through lane, Single right turn lane, Single left turn lane

South Approach: Single through lane, Combination through and right turn lane, Single left turn lane

Master planning efforts will be performed in conformance with Wellington, Palm Beach County, and FDOT standards, as applicable.

Mock•Roos will perform the following scope of services:

B. Scope of Services:

Task 1 – Data Collection

1. Perform site visit to photo document existing conditions.
2. Obtain Canal flow data. This task will include review of previous Wellington stormwater management system studies to identify the following information: Roadway Design Storm Events (10 year -3 day and 25 year - 3 day) with corresponding peak stage, duration above 14.0

feet NGVD, contributing flows and direction of flow along the C-23 Canal between C-4 Canal and C-6 Canal. This data will be tabulated and a schematic flow diagram of the C-23 Canal will be developed.

3. Develop basemap. Basemap linework will be developed from any available record drawings information, field observations and aerial photography.

Task 2 – Preliminary Engineering

1. Develop Perform hydrologic/hydraulic analysis and provide recommendation for the proposed culvert installation size within the C-23 Canal using the ICPR system model previously developed by Mock•Roos. This task will include:
 - a. Two design storms mentioned in Task 1.3 (rainfall events of 9.9 inches and 10.9 inches, respectively) will be simulated for the entire stormwater management system using the ICPR model. Results of the computer simulation will be compared to the previous model(s) for calibration of the existing condition model.
 - b. Select up to four (4) culvert configurations to replace approximately 1,300 feet of the C-23 Canal (72 " RCP, 84 " RCP, concrete arch pipe, or a box concrete culvert equivalent to the existing canal configuration). Perform preliminary hand calculation using existing flow data and stages from Task 2.1a to determine hydraulic head loss for each culvert condition and select the two (2) culvert configurations to be modeled. Also, calculate the amount of lost canal storage for each selected alternative culvert configuration.
 - c. Modify the routing model to reflect each of the two (2) selected culvert configurations from Task 2.1b and perform model runs for the selected storm events to evaluate potential effects to the distributed surface water management system. Also, create a duplicate routing model for each of the two (2) culvert configurations with all of the flow restrictions within the C-23 improved and/or removed. Create comparative exhibits (including stage and flow data) for each of the culvert conditions to evaluate their performance in both the existing surface water management system and the hypothetical future system.
 - d. Prepare exhibits to discuss the results with Wellington staff and jointly agree on a recommended culvert configuration. Include discussion on where floodplain compensating storage will be obtained, such as widening other Wellington canals or excavations.
2. Develop conceptual geometric roadway alternatives.

- a. Coordinate with Wellington staff to determine the bridle path requirements for the intersection.
 - b. Establish the proposed horizontal roadway alignment for Pierson Road.
 - c. Develop alternative intersection approach layouts.
 - d. Prepare typical roadway sections.
 - e. Attend meeting with Wellington staff and gain concurrence as to the recommended “preferred” alternative.
3. Perform Traffic Signalization evaluation.

Task 3 – Master Planning Development

1. Refine and finalize the “preferred” roadway alternative.
2. Prepare site plan depicting final proposed conceptual culvert improvements.
3. Prepare conceptual level Engineer’s Opinion of Probable Construction Costs (EOPCC) – Phase 1.
4. Prepare conceptual level Engineer’s Opinion of Probable Construction Costs (EOPCC) – Phase 2.
5. Identify probable significant construction impacts, including storm sewers, traffic lights, light poles, bridle trails, pedestrian sidewalks, landscaping and irrigation incidental to the intersection reconfiguration.
6. Submit draft master plan package to Wellington for review. Package will include two hard copies of master plan documents. Meet with Wellington to review draft package. Submit final master plan package to Wellington (incorporating draft package comments, if any). Final package will include two hard copies of the final master plan documents and one electronic copy.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Additional Services can be provided upon Mock•Roos receiving a revised scope of services and approved purchase order from Wellington.

D. Fees and Rates:

1. The total fee to provide the Scope of Services on a lump sum basis for \$49,817.00.

2. Mock•Roos can provide Additional Services at the Mock•Roos hourly rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

1. In case of discrepancies, the terms of this proposal supersede those of previous agreements.
2. Wellington will provide necessary information regarding all underground utilities.
3. No topographic survey will be completed as part of this proposal.
4. All rights-of-way are assumed to be owned by Wellington.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services.

MOCK•ROOS

Signed: _____

Name: Thomas A. Biggs, P.E.

Title: Executive Vice President

Date: March 20, 2017

WELLINGTON

Signed: _____

Name: _____

Title: _____

Date: _____

Council Meeting April 12, 2017
 Page 6

Village of Wellington Pierson Road Improvements at South Shore Boulevard Master Plan Development

Task Description	Category				Subtotal	Subconsultant	Total						
	Senior Project Manager	Senior Engineer	Project Engineer I	Administrative Assistant									
Labor Hourly Billing Rate	\$160.00	\$155.00	\$93.00	\$50.00									
Total Hours	50	136	212	11									
Task 1 Data Collection													
1 Site Investigation		2	2		\$ 496		\$ 496						
2 Obtain Canal Flow Data	1	4	8		\$ 1,524		\$ 1,524						
3 Develop Basemap		4	20		\$ 2,480		\$ 2,480						
Task 2 Preliminary Engineering													
1a Preliminary Hydrologic/Hydraulic Analysis	1	6	8		\$ 1,834		\$ 1,834						
1b Hydraulically Evaluate Culvert Configurations	1	12	8		\$ 2,764		\$ 2,764						
1c Perform Model Runs	1	12	16		\$ 3,508		\$ 3,508						
1d Meet Wellington Staff (Culvert/Canal)	2	2		1	\$ 680		\$ 680						
2a Establish Bridle Path Requirements	2	2			\$ 630		\$ 630						
2b Establish Proposed Horizontal Roadway Alignment (Pierson)	2	8	8		\$ 2,304		\$ 2,304						
2c Develop Alternative Intersection Approach Layouts	12	24	36	1	\$ 9,038		\$ 9,038						
2d Prepare Typical Sections	4	12	20	1	\$ 4,410		\$ 4,410						
2e Meet Wellington Staff (Roadway)	2	4		1	\$ 990		\$ 990						
3 Traffic Signalization Evaluation	2	4	8	1	\$ 1,734		\$ 1,734						
Task 3 Master Plan Development													
1 Refine and Finalize Preferred Alternative	6	12	16		\$ 4,308		\$ 4,308						
2 Prepare Final Proposed Conceptual Culvert Improvements	1	2	4		\$ 842		\$ 842						
3 Prepare Estimates of Construction Costs-Phase 1	1	2	2	1	\$ 706		\$ 706						
4 Prepare Estimates of Construction Costs-Phase 2	4	4	12	2	\$ 2,476		\$ 2,476						
5 Identify Probable Significant Construction Impacts	4	12	24	1	\$ 4,782		\$ 4,782						
6 Prepare Draft/Final Master Plan	4	8	20	2	\$ 3,840		\$ 3,840						
Subtotal	\$ 7,840	\$ 19,530	\$ 16,926	\$ 550	\$ 49,346	\$ -	\$ 49,346						
					<table border="1"> <tr> <td>Total Mock•Roos Labor</td> <td>\$ 49,346</td> </tr> <tr> <td>Reimbursable</td> <td>\$ 525</td> </tr> <tr> <td>Project Total</td> <td>\$ 49,871</td> </tr> </table>			Total Mock•Roos Labor	\$ 49,346	Reimbursable	\$ 525	Project Total	\$ 49,871
Total Mock•Roos Labor	\$ 49,346												
Reimbursable	\$ 525												
Project Total	\$ 49,871												



Legislation Text

File #: 17-1058, **Version:** 2

ITEM: DISCUSSION OF THE VILLAGE ATTORNEY'S EMPLOYMENT AGREEMENT

REQUEST: Council discussion of the Village Attorney's Employment Agreement.

EXPLANATION: At the January 24, 2017 Village Council Meeting, Council appointed Councilman Drahos to negotiate the Village Attorney's Employment Agreement with Ms. Cohen. The present employment agreement expires on April 29, 2017. Attached is a copy of the negotiated contract for Council's review.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Potential fiscal impact depending upon the negotiated terms of the contract.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Council discussion of the Village Attorney's Employment Agreement.

ATTORNEY EMPLOYMENT AGREEMENT BETWEEN WELLINGTON AND LAURIE STILWELL COHEN

THIS AGREEMENT between LAURIE STILWELL COHEN ("ATTORNEY") and the VILLAGE OF WELLINGTON, a Florida municipal corporation ("EMPLOYER") is made this 27th day of April, 2016⁷. In consideration of the mutual obligations set forth below, the ATTORNEY and the EMPLOYER agree as follows:

I. EMPLOYMENT OF ATTORNEY

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby employs ATTORNEY as its full-time, exempt Village Attorney and ATTORNEY hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The ATTORNEY shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Attorney as provided in the Charter, the Code of Ordinances, Policies and Procedures of Wellington, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the ATTORNEY and EMPLOYER from time to time, as well as the functions and duties of the Attorney to the Village Canvassing Board and the District Attorney of the Acme Improvement District. The ATTORNEY shall devote whatever time is necessary to perform the duties of the position. The ATTORNEY shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

Commented [LC1]: This function has always been performed by the Village Attorney, but was not contained in the contract.

The ATTORNEY shall maintain coordination, communication and consultation with all other Charter Officers on all matters requiring their expertise or input as often as and to the extent necessary to efficiently carry out the functions of Wellington. The ATTORNEY shall provide EMPLOYER with quarterly~~monthly~~ reports that summarize the tasks, duties, litigation status, assignments and other relevant matters, including the status of matters assigned to outside counsel, for the previous ~~month~~quarter. Additionally, ATTORNEY shall provide a forecast of relevant matters anticipated to occur in the following quarter~~month~~.

Commented [LC2]: Council has previously indicated that quarterly reports are sufficient.

It is recognized that the ATTORNEY must regularly devote significant time outside the confines of normal office hours to the EMPLOYER's business. To that end, the ATTORNEY may occasionally vary her hours as necessary to balance the demands on her time; however, in no case shall the ATTORNEY dedicate less than an average of forty (40) hours per week in the performance of her official duties. Except as noted herein, the ATTORNEY shall be subject to the Policies and Procedures of the Village of Wellington.

ATTORNEY shall maintain an active license to practice law in the State of Florida.

III. EXCLUSIVE EMPLOYMENT

ATTORNEY shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, ATTORNEY is prohibited from accepting referral fees or other compensation, remuneration, gifts or other tangible or intangible items of value for referral of legal or other matters to outside organizations, entities, persons or attorneys.

The term “employed” as used in this section, shall not be construed to exclude occasional teaching, writing, consulting or pro bono work performed on the ATTORNEY’S time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The ATTORNEY shall devote her full time to act as the Wellington Attorney and to carry out to the best of her abilities all the duties imposed upon her by the Charter and the Ordinances of Wellington and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the ATTORNEY shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

- A. The term of this Agreement and ATTORNEY’s employment shall begin on April 29, 2016⁷ and remain in effect through and including April 29, 20~~17~~²², unless earlier terminated as provided in Section V. The term of this Agreement may be modified or extended only by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of ATTORNEY at any time, subject only to the provisions set forth in Section V herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ATTORNEY to resign at any time, subject only to the provisions set forth in Section V herein below.

V. TERMINATION AND SEVERANCE PAY

A. Without Cause.

1. EMPLOYER may terminate ATTORNEY without cause at any time during the term of the Agreement, or any extension of the term authorized by written amendment, with 30 calendar days' written notice. At its sole discretion, during the notice period, EMPLOYER may require ATTORNEY to cease or limit the work performed on EMPLOYER matters, during which time ATTORNEY is entitled to such regular compensation as is due under this Agreement until the effective date of the termination as provided in the notice.
2. The EMPLOYER's termination of ATTORNEY without cause shall be in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
3. Severance Pay.
 - a. In the event ATTORNEY is terminated by EMPLOYER Without Cause, she shall receive Severance Pay equal to the gross amount of ~~20~~12 weeks Base Salary in effect at the time of termination and shall be provided ~~20~~12 weeks of continued coverage in the EMPLOYER's Health Insurance Program under the terms in effect at the time of termination, but shall not include any other Benefits or perquisites as may be otherwise permitted by §215.425, F.S. (hereafter referred to as "Severance Pay").
 - b. Severance Pay shall be made within 30 calendar days after receipt of an executed General Release, including all employment-related claims, by ATTORNEY in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.
 - c. ATTORNEY's failure to deliver a fully executed General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.

1. EMPLOYER may terminate ATTORNEY with cause as provided herein.
2. "With Cause" is defined as termination based upon any of the following actions by the ATTORNEY:

- a. fraud;
 - b. embezzlement;
 - c. conviction of a felony relating to official duties;
 - d. negligence in the performance of official duties;
 - e. violation of Florida's or Palm Beach County's Code of Ethics;
 - f. violation of EMPLOYER's Code of Ethics and Conflict of Interest or Outside Employment policies;
 - g. violation of the EMPLOYER's No-Harassment Policy or its Equal Employment Opportunity Policy;
 - h. violation of EMPLOYER's Drug-Free Workplace Policy; or
 - i. misconduct, as defined in Fla. Stat. 443.036(30), as amended from time to time.
 - j. Breach of this contract
3. EMPLOYER may terminate ATTORNEY with cause at any time during the term of the Agreement, or any extension of the term authorized by written amendment, with written notice issued to ATTORNEY describing the actions claimed by the EMPLOYER constituting such grounds and the effective date of the termination. At its sole discretion, during the notice period, if any, EMPLOYER may require ATTORNEY to cease or limit the work performed on EMPLOYER matters, during which time ATTORNEY is entitled to such regular compensation as is due under this Agreement until the effective date of the termination as provided in the notice.
4. The EMPLOYER's termination of ATTORNEY with cause shall be in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
5. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay due to termination with cause.
- C. Resignation.
1. ATTORNEY may voluntarily resign her employment with EMPLOYER by providing EMPLOYER ninety (90) days written notice in advance. During the 90-day period, EMPLOYER may require ATTORNEY to cease or limit the work performed on EMPLOYER matters, during which time ATTORNEY is entitled to such regular compensation as is due under this Agreement until the effective date of the resignation as provided in the notice.

2. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay due to resignation from employment.

D. Expiration of Term.

1. ATTORNEY's employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent term where extended by a written amendment.
2. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay due to the expiration of the Term, or any subsequent term where extended by a written agreement.

E. Death.

1. This Agreement, the Term and ATTORNEY's employment shall terminate automatically upon the ATTORNEY's death.
2. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay as a result of death.

VI. COMPENSATION

- A. Base Salary. EMPLOYER agrees to pay ATTORNEY for services rendered at the base annual salary of ~~\$175,468.80~~ \$183,456.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

Commented [LC3]: This figure represents current salary, as authorized by Council upon adoption of 10/1/16 FY budget

For the fiscal year beginning October 1, 2016~~7~~, ATTORNEY shall receive a merit increase of the Base Salary at the maximum rate of annual merit increases the EMPLOYER budgeted for its employees, if any. For the fiscal year beginning October 1, 2016~~7~~, ATTORNEY shall receive a cost of living increase to the Base Salary in the same amount and at the same time as provided to other Wellington employees, if any.

B. Benefits

1. Paid Time Off (PTO): Upon beginning employment ATTORNEY shall earn Regular PTO and other employee benefits such as leave buyback and longevity bonuses beginning at the rate established for employees with five (5) years of service as set forth in the Employee Manual. ATTORNEY's Regular PTO and other employee benefit accruals shall continue to increase from the five-year rate in accordance with the schedules set forth

Commented [LC4]: This is not a new benefit. The language is being clarified based a suggestion from our auditors.

in the EMPLOYER's policies, as amended from time to time, as though the ATTORNEY began employment with five years of service. Upon conclusion of employment, the ATTORNEY shall be eligible for payment of the portion of unused Regular PTO accruals. ~~No payment for unused Pre-Loaded PTO shall be made upon conclusion of employment. Any used Preloaded PTO hours shall be deemed used prior to use of any Regular PTO accruals. In all other respects, the ATTORNEY shall be permitted to accrue and use Regular PTO in the same manner and under the same provisions as other Village employees as set forth in the Village of Wellington Employee Manual, as amended from time to time.~~

Commented [LC5]: This is being removed because it is no longer relevant.

2. Medical Leave (MIL): The ATTORNEY shall be permitted to accrue and use MIL in the same manner and under the same provisions as other Village employees as set forth in the Village of Wellington Employee Manual, as amended from time to time.
3. Insurance: The ATTORNEY, her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER's Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program, and other benefits that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.—

4. Retirement/Deferred Compensation:

- i. The ATTORNEY shall be eligible to participate in the Florida Retirement System (FRS) currently available to Wellington employees or any successor plans. The ATTORNEY shall be subject to the same contribution and vesting schedule as all other senior management participants of the FRS.

- ii. The EMPLOYER shall contribute to a deferred compensation (457) to the ATTORNEY's account of choosing, an amount equal to six percent (6%) of ATTORNEY'S base salary. This payment shall be a net amount after payment of all applicable taxes. However, should the ATTORNEY choose to participate in the Deferred Retirement Option Plan (DROP), the EMPLOYER will no longer contribute to the deferred compensation (457) plan.

4.

Formatted: Font:

Formatted: List Paragraph, Left, No bullets or numbering

Formatted

Formatted: Font:

Formatted: Indent: Left: 1.5", No bullets or

Formatted: Font: 12 pt

Formatted

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Commented [LC6]: This additional benefit aligns the Village Attorney's contract with the Manager's contract.

Formatted: Font:

Formatted: Indent: Left: 1.38", No bullets or numbering

5. Vehicle: Beginning May 1, 2016, the EMPLOYER shall provide ATTORNEY the standard senior staff vehicle allowance.
6. Dues and Subscriptions: EMPLOYER shall pay reasonable and appropriate professional dues and subscriptions on behalf of the ATTORNEY for the purpose of allowing her participation in direct job-related associations, subject to budget constraints.
7. Professional Development: EMPLOYER agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and Village policies) for ATTORNEY'S travel to and attendance at professional association events as well as other reasonably necessary seminars and conferences customary to ATTORNEY's position and/or necessary to meet continuing education requirements, subject to budget constraints.
8. Expense Reimbursement: EMPLOYER recognizes that certain expenses of a non-personal and job affiliated nature may be incurred by ATTORNEY and hereby agrees to reimburse or to pay such Village-related expenses subject to annual budget approval and in accordance with the provisions of Village policies as amended from time to time.
9. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the ATTORNEY. The EMPLOYER may, at any time, provide other additional benefits solely to the ATTORNEY, as it may deem desirable to do so.

VII. PERFORMANCE EVALUATION

Annually, the EMPLOYER and ATTORNEY will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of Wellington and Acme Improvement District and progress towards attaining EMPLOYER's policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources committed to be effectively implemented. Progress towards such goals and objectives shall be evaluated annually or as otherwise agreed to by both parties.

VIII. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire Agreement between the parties.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of ATTORNEY.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The EMPLOYER shall indemnify and hold harmless the ATTORNEY from all claims and/or suits, including attorneys' fees and costs, resulting from the performance of her official duties, including, but not limited to, actions pursuant to the Charter, Federal, State and/or County law or mandates, and policy directives of the EMPLOYER within the scope of her employment.
- F. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Village of Wellington
12300 W. Forest Hill Blvd.
Wellington, FL 33414
ATTN: Mayor
Village Manager

TO: Laurie Stilwell Cohen, Esq.
14050 Aster Avenue
Wellington, FL 33414

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

ATTORNEY

Laurie Stilwell Cohen

ATTEST

WELLINGTON, FLORIDA

BY: _____
VILLAGE CLERK

BY: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Aaron C. Dunlap, Esq.

w:\departments\legal\agreements\employment agmts\willage attorney clean (jm 4-25-16).docx

ATTORNEY EMPLOYMENT AGREEMENT BETWEEN WELLINGTON AND LAURIE STILWELL COHEN

THIS AGREEMENT between LAURIE STILWELL COHEN ("ATTORNEY") and the VILLAGE OF WELLINGTON, a Florida municipal corporation ("EMPLOYER") is made this 27th day of April, 2016~~7~~. In consideration of the mutual obligations set forth below, the ATTORNEY and the EMPLOYER agree as follows:

I. EMPLOYMENT OF ATTORNEY

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby employs ATTORNEY as its full-time, exempt Village Attorney and ATTORNEY hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The ATTORNEY shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Attorney as provided in the Charter, the Code of Ordinances, Policies and Procedures of Wellington, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the ATTORNEY and EMPLOYER from time to time, as well as the functions and duties of the Attorney to the Village Canvassing Board and the District Attorney of the Acme Improvement District. The ATTORNEY shall devote whatever time is necessary to perform the duties of the position. The ATTORNEY shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

Commented [LC1]: This function has always been performed by the Village Attorney, but was not contained in the contract.

The ATTORNEY shall maintain coordination, communication and consultation with all other Charter Officers on all matters requiring their expertise or input as often as and to the extent necessary to efficiently carry out the functions of Wellington. The ATTORNEY shall provide EMPLOYER with quarterly~~monthly~~ reports that summarize the tasks, duties, litigation status, assignments and other relevant matters, including the status of matters assigned to outside counsel, for the previous ~~month~~quarter. Additionally, ATTORNEY shall provide a forecast of relevant matters anticipated to occur in the following quarter~~month~~.

Commented [LC2]: Council has previously indicated that quarterly reports are sufficient.

It is recognized that the ATTORNEY must regularly devote significant time outside the confines of normal office hours to the EMPLOYER's business. To that end, the ATTORNEY may occasionally vary her hours as necessary to balance the demands on her time; however, in no case shall the ATTORNEY dedicate less than an average of forty (40) hours per week in the performance of her official duties. Except as noted herein, the ATTORNEY shall be subject to the Policies and Procedures of the Village of Wellington.

ATTORNEY shall maintain an active license to practice law in the State of Florida.

III. EXCLUSIVE EMPLOYMENT

ATTORNEY shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, ATTORNEY is prohibited from accepting referral fees or other compensation, remuneration, gifts or other tangible or intangible items of value for referral of legal or other matters to outside organizations, entities, persons or attorneys.

The term “employed” as used in this section, shall not be construed to exclude occasional teaching, writing, consulting or pro bono work performed on the ATTORNEY’S time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The ATTORNEY shall devote her full time to act as the Wellington Attorney and to carry out to the best of her abilities all the duties imposed upon her by the Charter and the Ordinances of Wellington and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the ATTORNEY shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

- A. The term of this Agreement and ATTORNEY’s employment shall begin on April 29, 2016~~7~~ and remain in effect through and including April 29, 20~~17~~~~22~~, unless earlier terminated as provided in Section V. The term of this Agreement may be modified or extended only by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of ATTORNEY at any time, subject only to the provisions set forth in Section V herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ATTORNEY to resign at any time, subject only to the provisions set forth in Section V herein below.

V. TERMINATION AND SEVERANCE PAY

A. Without Cause.

1. EMPLOYER may terminate ATTORNEY without cause at any time during the term of the Agreement, or any extension of the term authorized by written amendment, with 30 calendar days' written notice. At its sole discretion, during the notice period, EMPLOYER may require ATTORNEY to cease or limit the work performed on EMPLOYER matters, during which time ATTORNEY is entitled to such regular compensation as is due under this Agreement until the effective date of the termination as provided in the notice.
2. The EMPLOYER's termination of ATTORNEY without cause shall be in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
3. Severance Pay.
 - a. In the event ATTORNEY is terminated by EMPLOYER Without Cause, she shall receive Severance Pay equal to the gross amount of ~~20~~12 weeks Base Salary in effect at the time of termination and shall be provided ~~20~~12 weeks of continued coverage in the EMPLOYER's Health Insurance Program under the terms in effect at the time of termination, but shall not include any other Benefits or perquisites as may be otherwise permitted by §215.425, F.S. (hereafter referred to as "Severance Pay").
 - b. Severance Pay shall be made within 30 calendar days after receipt of an executed General Release, including all employment-related claims, by ATTORNEY in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.
 - c. ATTORNEY's failure to deliver a fully executed General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.

1. EMPLOYER may terminate ATTORNEY with cause as provided herein.
2. "With Cause" is defined as termination based upon any of the following actions by the ATTORNEY:

- a. fraud;
 - b. embezzlement;
 - c. conviction of a felony relating to official duties;
 - d. negligence in the performance of official duties;
 - e. violation of Florida's or Palm Beach County's Code of Ethics;
 - f. violation of EMPLOYER's Code of Ethics and Conflict of Interest or Outside Employment policies;
 - g. violation of the EMPLOYER's No-Harassment Policy or its Equal Employment Opportunity Policy;
 - h. violation of EMPLOYER's Drug-Free Workplace Policy; or
 - i. misconduct, as defined in Fla. Stat. 443.036(30), as amended from time to time.
 - j. Breach of this contract
 3. EMPLOYER may terminate ATTORNEY with cause at any time during the term of the Agreement, or any extension of the term authorized by written amendment, with written notice issued to ATTORNEY describing the actions claimed by the EMPLOYER constituting such grounds and the effective date of the termination. At its sole discretion, during the notice period, if any, EMPLOYER may require ATTORNEY to cease or limit the work performed on EMPLOYER matters, during which time ATTORNEY is entitled to such regular compensation as is due under this Agreement until the effective date of the termination as provided in the notice.
 4. The EMPLOYER's termination of ATTORNEY with cause shall be in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
 5. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay due to termination with cause.
- C. Resignation.
1. ATTORNEY may voluntarily resign her employment with EMPLOYER by providing EMPLOYER ninety (90) days written notice in advance. During the 90-day period, EMPLOYER may require ATTORNEY to cease or limit the work performed on EMPLOYER matters, during which time ATTORNEY is entitled to such regular compensation as is due under this Agreement until the effective date of the resignation as provided in the notice.

2. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay due to resignation from employment.

D. Expiration of Term.

1. ATTORNEY's employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent term where extended by a written amendment.
2. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay due to the expiration of the Term, or any subsequent term where extended by a written agreement.

E. Death.

1. This Agreement, the Term and ATTORNEY's employment shall terminate automatically upon the ATTORNEY's death.
2. ATTORNEY is not entitled to, and EMPLOYER shall not make payment for, Severance Pay as a result of death.

VI. COMPENSATION

- A. Base Salary. EMPLOYER agrees to pay ATTORNEY for services rendered at the base annual salary of ~~\$175,468.80~~ \$183,456.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

Commented [LC3]: This figure represents current salary, as authorized by Council upon adoption of 10/1/16 FY budget

For the fiscal year beginning October 1, 2016~~7~~, ATTORNEY shall receive a merit increase of the Base Salary at the maximum rate of annual merit increases the EMPLOYER budgeted for its employees, if any. For the fiscal year beginning October 1, 2016~~7~~, ATTORNEY shall receive a cost of living increase to the Base Salary in the same amount and at the same time as provided to other Wellington employees, if any.

B. Benefits

1. Paid Time Off (PTO): Upon beginning employment ATTORNEY shall earn Regular PTO and other employee benefits such as leave buyback and longevity bonuses beginning at the rate established for employees with five (5) years of service as set forth in the Employee Manual. ATTORNEY's Regular PTO and other employee benefit accruals shall continue to increase from the five-year rate in accordance with the schedules set forth

Commented [LC4]: This is not a new benefit. The language is being clarified based a suggestion from our auditors.

in the EMPLOYER's policies, as amended from time to time, as though the ATTORNEY began employment with five years of service. Upon conclusion of employment, the ATTORNEY shall be eligible for payment of the portion of unused Regular PTO accruals. ~~No payment for unused Pre-Loaded PTO shall be made upon conclusion of employment. Any used Preloaded PTO hours shall be deemed used prior to use of any Regular PTO accruals. In all other respects, the ATTORNEY shall be permitted to accrue and use Regular PTO in the same manner and under the same provisions as other Village employees as set forth in the Village of Wellington Employee Manual, as amended from time to time.~~

Commented [LC5]: This is being removed because it is no longer relevant.

2. Medical Leave (MIL): The ATTORNEY shall be permitted to accrue and use MIL in the same manner and under the same provisions as other Village employees as set forth in the Village of Wellington Employee Manual, as amended from time to time.

3. Insurance: The ATTORNEY, her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER's Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program, and other benefits that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.—

4. Retirement/Deferred Compensation: The ATTORNEY shall be eligible to participate in the Florida Retirement System (FRS) currently available to Wellington employees or any successor plans. The ATTORNEY shall be subject to the same contribution and vesting schedule as all other senior management participants of the FRS.

4. —

Formatted: Font:

Formatted: Indent: Left: 1.5", No bullets or

Formatted: Indent: Left: 1.38", No bullets or numbering

5. Vehicle: Beginning May 1, 2016, the EMPLOYER shall provide ATTORNEY the standard senior staff vehicle allowance.

6. Dues and Subscriptions: EMPLOYER shall pay reasonable and appropriate professional dues and subscriptions on behalf of the ATTORNEY for the purpose of allowing her participation in direct job-related associations, subject to budget constraints.

7. Professional Development: EMPLOYER agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and Village policies) for ATTORNEY'S travel to and attendance at professional association events as well as other reasonably necessary seminars and conferences customary to ATTORNEY's position and/or necessary to meet continuing education requirements, subject to budget constraints.
8. Expense Reimbursement: EMPLOYER recognizes that certain expenses of a non-personal and job affiliated nature may be incurred by ATTORNEY and hereby agrees to reimburse or to pay such Village-related expenses subject to annual budget approval and in accordance with the provisions of Village policies as amended from time to time.
9. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the ATTORNEY. The EMPLOYER may, at any time, provide other additional benefits solely to the ATTORNEY, as it may deem desirable to do so.

VII. PERFORMANCE EVALUATION

Annually, the EMPLOYER and ATTORNEY will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of Wellington and Acme Improvement District and progress towards attaining EMPLOYER's policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources committed to be effectively implemented. Progress towards such goals and objectives shall be evaluated annually or as otherwise agreed to by both parties.

VIII. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of ATTORNEY.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.

- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The EMPLOYER shall indemnify and hold harmless the ATTORNEY from all claims and/or suits, including attorneys' fees and costs, resulting from the performance of her official duties, including, but not limited to, actions pursuant to the Charter, Federal, State and/or County law or mandates, and policy directives of the EMPLOYER within the scope of her employment.
- F. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Village of Wellington
12300 W. Forest Hill Blvd.
Wellington, FL 33414
ATTN: Mayor
Village Manager

TO: Laurie Stilwell Cohen, Esq.
14050 Aster Avenue
Wellington, FL 33414

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

ATTORNEY

Laurie Stilwell Cohen

ATTEST

WELLINGTON, FLORIDA

BY: _____
VILLAGE CLERK

BY: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Aaron C. Dunlap, Esq.

w:\departments\legal\agreements\employment agmts\village attorney ~~clean (jm 4-25-16~~[LSC version 4.4.17](#)).docx