

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Meeting Agenda

Tuesday, October 24, 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**

Boy Scout Troop #208

3. INVOCATION

Peter Bartuska, Pastor, Christ Community Church, Wellington

4. APPROVAL OF AGENDA**5. PRESENTATIONS AND PROCLAMATIONS****A. [17-1640](#) PRESENTATION OF 2017 WELLINGTON TOP FIREFIGHTER AWARD**

Approval of the Public Safety Committee Recommendation for the 2017 Wellington Top Firefighter.

6. CONSENT AGENDA**A. [17-1652](#) MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF SEPTEMBER 26, 2017**

Approval of the Minutes of the Regular Wellington Village Council Meeting of September 26, 2017.

B. 17-1537 AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES FOR GROUNDWATER MODELING SERVICES

Authorization to approve a task order to JLA Geosciences, Inc. to provide hydrogeologic consulting services for Groundwater Modeling Services at a cost of \$43,320.00.

C. 17-1622 AUTHORIZATION TO UTILIZE A MARTIN COUNTY CONTRACT WITH WHARTON- SMITH, INC., FOR HEADWORKS REPAIRS AT THE WATER RECLAMATION FACILITY

Authorization to utilize Martin County Contract #RFB2015-2813 with Wharton- Smith, Inc., as a basis for pricing, for the headworks repairs at the Water Reclamation Facility in an amount not to exceed \$400,000.

D. 17-1624 APPROVE WELLINGTON WIZARDS RUGBY CLUB AS A RECOGNIZED SPORTS PROVIDER

Approve Wellington Wizards Rugby Club as a Recognized Sports Provider.

- E. 17-1657** RESOLUTION NO. R2017-54 (AUTHORIZING EXECUTION OF THE 1ST AMENDMENT TO INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY - HOMELESS RESOURCE CENTER)

A RESOLUTION OF WELLINGTON'S COUNCIL AUTHORIZING THE MAYOR OR VICE MAYOR AND THE VILLAGE CLERK TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO REFER AND TRANSPORT HOMELESS INDIVIDUALS TO THE HOMELESS RESOURCE CENTER, AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2017-54 authorizing the Mayor or Vice Mayor to execute the 1st Amendment to Interlocal Agreement with Palm Beach County (Homeless Resource Center) in the form attached as Exhibit A.

7. PUBLIC HEARINGS

- A. 17-1547** ORDINANCE NO. 2017-20 (FY 2017/2018 ANNUAL CAPITAL IMPROVEMENT ELEMENT UPDATE OF WELLINGTON'S COMPREHENSIVE PLAN)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2017/2018 THROUGH 2022/2023 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

Approval of Ordinance No. 2017-20 updating the Capital Improvement Element (CIE) Schedule for Level of Service Improvements for Fiscal Years 2017/2018 to 2022/2023 (Table CIE 1) and the School District of Palm Beach County Capital Improvement Schedule (Table CIE 2) located in the Capital Improvement Element of Wellington's Comprehensive Plan.

8. REGULAR AGENDA

- A. 17-1567** AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING CONSULTING SERVICES FOR WASTEWATER PUMP STATION UPGRADES

Authorization to approve a task order to Mock, Roos & Associates, Inc. to provide engineering consulting services for the wastewater pump station upgrades at a cost of \$149,965.00.

9. PUBLIC FORUM

- 10. ATTORNEY'S REPORT
- 11. MANAGER'S REPORTS
- 12. COUNCIL REPORTS
- 13. ADJOURNMENT

NOTICE

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

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



Legislation Text

File #: 17-1640, **Version:** 1

ITEM: PRESENTATION OF 2017 WELLINGTON TOP FIREFIGHTER AWARD

REQUEST: Approval of the Public Safety Committee Recommendation for the 2017 Wellington Top Firefighter.

EXPLANATION: Annually the Village Council recognizes those Public Safety personnel that have been nominated as Wellington's Top Cop and Top Firefighter. The award for the Top Cop was presented at the September 26th Council meeting. Unfortunately, personnel with Palm Beach County Fire Rescue were not in attendance at that meeting to receive their award.

For 2017, Battalion Chief Ernst Muller of Palm Beach County Fire Rescue nominated their respective candidates for this award. Chief Muller's nominations included Firefighter/Paramedic Bradlee Doerzbacher and Firefighter/Paramedic Jesse Bogle.

These nominations were presented to the Public Safety Committee for consideration at the June 28th regular meeting, at which time the Committee selected this year's candidates. The Committee selected Firefighter/Paramedic Bradlee Doerzbacher for Wellington's Top Firefighter for 2017 who is in attendance to accept his award.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Approval of the Public Safety Committee Recommendation for the 2017 Wellington Top Firefighter.

Recommendation for the Village of Wellington's Firefighter of the Year

Employee: Firefighter/Paramedic Bradlee Doerzbacher

Date: 27 April 2017

Station: Battalion 2C Float FF/PM

It is a sincere pleasure to recommend this employee for the Village of Wellington's Firefighter of the year award. Having worked directly with this individual as his supervisor in the stations that service the Village of Wellington, I have had the opportunity to observe first hand his level of professional integrity, and drive for career and personal excellence 1st hand.

I am encouraged by the goals this gentleman has set for himself and am confident to say that this employee has a bright future with Palm Beach County Fire Rescue. When comparing him to his peers, it is very apparent that this is the clear choice for this award. Some of his notable career accomplishments to date are:

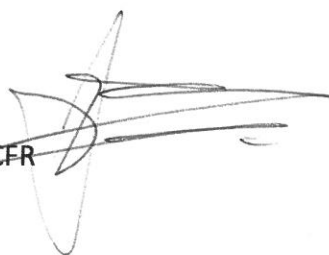
- 8 ½ years total as a Fire Rescue employee with 2 ½ years here in Palm Beach County Fire Rescue and 6 years of prior service with Martin County Fire Rescue.
- He holds an Associate's degree in Emergency Medical Services and is currently completing his associates degree requirements for Fire Science
- He has completed the required core course work for Aero Medical Crew
- He has completed the course work for Fire Officer One
- Fire Inspector
- Fire Instructor 1
- He is a prior committed member of the Martin County Fire Rescue Honor Guard and has continued to carry this passion that stands for respect and honor in the fire service here with Palm Beach County Fire Rescue's Honor Guard
- In his spare time he works as an adjunct instructor for Palm Beach State College as well as for the fire service program here in our back yard at Wellington High School.

We would like to thank the Village of Wellington for affording our employees this opportunity to be publicly recognized for the great work our employees are called to do.

Sincerely,

Jody Marlow

EMS Captain PBCFR



Firefighter/Paramedic Bogle arrives early for shift, and is prepared to work. He shows a positive attitude at all times. Jesse is polite to all patients and crew members and is proficient in all firefighting skills.

FF/PM Bogle demonstrates the ability to make appropriate treatment and decisions for medical and trauma patients. He observes safety rules, follows policies and procedures and can operate with little supervision. In addition, FF/PM Bogle completes reports accurately and on time. FF/PM Bogle has gained much experience and has used that to his benefit.

During the past and the previous year Firefighter Paramedic Bogle has been instrumental in saving many lives. Some examples were a double heroin overdose where he and Lt. Dittmer arrived first and had to treat 2 patients before additional help arrived. Both patients survived. At another call for service Paramedic Bogle was first on scene where a Village of Wellington employee fell from the Village City Municipal Complex roof. His efforts and efforts of the crew were exemplifying. Unfortunately the patient's injuries were so severe that he succumbed to the trauma.

Last May, Station 25 responded to a residential structure fire. It was a very dangerous fire, because of windy weather conditions and the fire made its way into a concealed space. Once again Fire Fighter Paramedic Bogle worked diligently with his crew to make a positive outcome. These are just a few examples of the type of work has gone unnoticed by our crew, in which Jesse is an integral part of. Jesse is not just one spoke inside the wheel, but many spokes that make our team better than most.

As his supervisor, for the past seven years, please consider him for the nomination of Village of Wellington Firefighter of the Year!

Respectfully Submitted,
Captain David Prill
Station 25
A Shift



Legislation Text

File #: 17-1652, **Version:** 1

ITEM: MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF SEPTEMBER 26, 2017

REQUEST: Approval of the Minutes of the Regular Wellington Village Council Meeting of September 26, 2017.

EXPLANATION: The Minutes of the Regular Wellington Village Council Meeting of September 26, 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 Village Council Meeting of September 26, 2017.

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

**Wellington Village Hall
12300 Forest Hill Blvd
Wellington, FL 33414**

**Tuesday, September 26, 2017
7:00 p.m.**

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, September 26, 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, Attorney; Jim Barnes, Assistant Manager; Tanya Quickel, Director of Administrative and Financial Services; and Chevelle D. Nubin, Village Clerk.

1. **CALL TO ORDER** - Mayor Gerwig called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE** – Council led the Pledge of Allegiance.
3. **INVOCATION** - Mr. Mark Martinez, Church of Jesus Christ of Latter-day Saints, Wellington Ward, delivered the invocation.
4. **APPROVAL OF AGENDA**

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

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

5. PRESENTATIONS AND PROCLAMATIONS

- A. **17-1398** PRESENTATION OF 2017 WELLINGTON TOP COP AND TOP FIREFIGHTER AWARDS

Mr. Schofield introduced the item. He stated that the Village Council annually recognizes Wellington's Top Cop and Top Firefighter.

Mr. Schofield indicated for 2017, Captain Silva of the Wellington District 8 Sheriff's Office and Battalion Chief Ernst Muller of Palm Beach County Fire Rescue each nominated candidates for their respective award. Captain Silva's nominations included Deputy Sheriff Jason Villiers, Deputy Sheriff Marie Steakin and Deputy Sheriff Sandra Horne. Chief Muller's nominations

included Firefighter/Paramedic Bradlee Doerzbacher and Firefighter/Paramedic Jesse Bogle. Mr. Schofield stated these nominations were presented to the Public Safety Committee for consideration at the June 28th regular meeting and they selected Deputy Sheriff Sandra Horne for Wellington's Top Cop for 2017 and Firefighter/Paramedic Bradlee Doerzbacher for Wellington's Top Firefighter for 2017.

Ms. Paulette Edwards, Community Services Director, acknowledged Mr. Ron Herman, the Public Safety Co-Chair, who was in attendance, as he was instrumental in this vote. She thanked him for all his work.

Captain Rolando Silva stated Deputy Horne joined his team a little over a year ago and embraced her new assignment wholeheartedly. He said Deputy Horne is a go-to person, makes arrests, does traffic enforcement, and writes quality reports, but what earned her this award was rather unique. He explained Deputy Horne has taken it upon herself to regularly check on some of the Village's elderly residents. He explained on May 5, 2017, she went to Ms. Asnien's residence and noticed newspapers outside. Ms. Asnien was not answering the door, so Deputy Horne contacted a family member in New York to get into the house. She found that Ms. Asnien had fallen and was alone for five days. Captain Silva stated the doctor at the emergency room said if Deputy Horne had not found Ms. Asnien at that moment, it was not known what could have happened. Captain Silva thanked Deputy Horne for everything and congratulated her on receiving this award.

Deputy Horne thanked the Council for this award.

Council congratulated Deputy Horne. They also thanked her for going above and beyond and for what she does every day for the Village of Wellington.

Mayor Gerwig indicated that Council will present Firefighter/Paramedic Bradlee Doerzbacher with the award for Wellington's Top Firefighter for 2017 at the next Council Meeting.

B. 17-1496 PRESENTATION OF FLORIDA GREEN BUILDING COALITION (FGBC) LOCAL GOVERNMENT GOLD CERTIFICATION AWARD

Mr. Schofield introduced the item.

Mr. Barnes introduced Mr. C.J. Davilla, Executive Director of the Florida Green Building Coalition, and Mr. Branden Miller of Wellington's Planning and Zoning Department.

Mr. Davilla stated the Florida Green Building Coalition (FGBC) is a nonprofit founded in 2000 that is dedicated to green building within the state of Florida. He said FGBC is the largest certifying agency of green building in the state of Florida, just surpassing 16,000 projects. He indicated the local green government standard and certification process is very important in that it is unique in the country and its success emanates from the sizable return on investment for any municipality that participates. He stated the Village was doing the right thing for their local and global environment. He said they were looking to streamline processes, save taxpayer dollars, and make the most of their environment.

Mr. Davilla explained the process is very successful in terms of allowing local governments to work together to come up with these certifications. He indicated the Village of Wellington achieved 53% of 351 points, which is something to be very proud of. He said it all starts with leadership. He thanked Mayor Gerwig and Vice Mayor McGovern as well as the Council and

staff for their efforts on behalf of this certification. He also thanked Mr. Barnes who sits on the Board of Directors for FGBC. He said the citizens of Wellington should be very proud as well.

Mayor Gerwig stated they were very proud of their sustainable design, especially Village Hall. She said they integrated many things into the design, so it would be most efficient and serve their community for a long time. She thanked Mr. Davilla for the work he has done. She mentioned there is a fifteen minute video on Wellington's local channel that shows the sustainable design that Wellington has done throughout the community.

Mr. Barnes stated Wellington received a certificate from FGBC. He recognized Mr. Miller for being the staff liaison for FGBC and taking the lead on the project. Mr. Barnes explained the certification is easy to get when it is related to a building, but this certification delves into the Village operations as well. He stated this proves that not only the design and construction of buildings are looked at in a green manner, but the daily operations are considered, reviewed and credited as well. He thought it was great that all of the departments got involved.

6. CONSENT AGENDA

- A. 17-1525 MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF AUGUST 22, 2017
- B. 17-1242 AUTHORIZATION TO UTILIZE A SOUTHEAST FLORIDA COOPERATIVE CONTRACT FOR THE PURCHASE AND DELIVERY OF QUICKLIME
- C. 17-1243 AUTHORIZATION TO CONTINUE UTILIZING A SOUTHEAST FLORIDA CO-OP CONTRACT FOR THE PURCHASE AND DELIVERY OF WATER METER FITTINGS AND WATER LINE ACCESSORIES
- D. 17-1488 AUTHORIZATION TO: 1) AWARD A TASK ORDER TO PROVIDE HYDROGEOLOGIC DESIGN AND CONSTRUCTION PHASE SERVICES; AND 2) AWARD A TASK ORDER FOR THE REHABILITATION OF SURFICIAL AQUIFER WELLS
- E. 17-1250 AUTHORIZATION TO AWARD A CONTRACT TO PROVIDE INVESTMENT MANAGEMENT SERVICES

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

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

Mr. Schofield indicated no comment cards were received from the public for the Consent Agenda or the Public Forum.

7. PUBLIC HEARINGS

- A. 17-1536 SECOND PUBLIC HEARING TO ADOPT THE FY 2017/2018 MILLAGE RATE AND ANNUAL BUDGET FOR WELLINGTON
 - I. RESOLUTION NO. R2017-50 (MILLAGE RATE)
 - A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE TAX LEVY AND MILLAGE RATE FOR WELLINGTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017, AND ENDING

SEPTEMBER 30, 2018; AND PROVIDING AN EFFECTIVE DATE.

II. RESOLUTION NO. R2017-51 (WELLINGTON BUDGET)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING A BUDGET FOR THE VILLAGE OF WELLINGTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. Ms. Nubin read both resolutions by title.

Mr. Schofield stated he was the person principally responsible for sending this budget to Council. He said a lot of comments have been received about how the budget went from \$89.5 million to \$110 million. He explained that, based on cost of living adjustments, the Consumer Price Index (CPI) adjustments, the Village budget will increase to about \$92/\$92.5 million just to provide the same services it provided last year. He stated they are not raising taxes, as there is a tax rate reduction this year. However, there is a tax collection increase, because the new construction and properties have gone up in value and have been reassessed. He said with a slight rate reduction, the Village is collecting more in ad valorem taxes.

Mr. Schofield stated the money for the value added projects is either saved or in the voter approved surtax. He indicated the largest component is \$14/\$14.5 million, which is coming out of the Utility Department. He stated the Village has that money in the bank, as they have saved that money over a number of years to build the projects that are in the budget today. He indicated the other component is \$3.5 million, which is coming from the voter approved one-cent surtax. He said the Village is not raising taxes by \$18 million.

Mayor Gerwig clarified that the Village has saved the money from the taxes or user fees the Village has already collected through the enterprise of the Utility. Mr. Schofield indicated local government has to have the money on hand before it can start a project. He said the Village has the money it has saved over the last decade specifically for these projects.

Mayor Gerwig stated the Village can either bond the projects, which is to borrow the money so they have it, or they could pay-as-you-go. She said this Council and Councils before them decided on the pay-as-you-go model, so this money has been collected and is being spent as intended.

Mr. Schofield explained the Village can either borrow the money or save the money. He stated it costs about half as much to build a project if they save the money, as they forego the interest expense over twenty years. He said this Council has been very clear about wanting to pay the least possible for service.

Ms. Quickel stated this is the second public hearing to adopt the Fiscal Year 2017/2018 annual budget and millage rate. She said the total budget being proposed is \$110.5 million, including transfers, which is an overall increase of approximately \$21 million from the current year budget of \$89.5 million. She reminded Council that Acme, Water and Wastewater, Solid Waste and Lake Wellington Professional Centre budgets were adopted on August 8, 2017.

Ms. Quickel reiterated that the budget increased by \$21 million as follows:

1) \$14 million for Utility capital projects. This money is in the Utility Fund and has been

accumulating since 2008 when the 2008 Rate Study was adopted. As part of that plan, two main projects, rebuild of the water and wastewater plants, will come before Council after the first of the year.

2) \$3.5 million for the sales surtax projects. The one-cent sales surtax was approved by the voters last November. The Village is projected to receive approximately \$3.5 million of new revenue, which was budgeted along with the related expenditure line item in the capital budgets.

3) \$3.5 million for ongoing and expanded services. This is the cost of living change. It also includes the increases in services for many of the normal day-to-day activities of the Village, such as the PBSO contract of 2% and two new deputies, neighborhood and school grants, and cultural programs.

Ms. Quickel explained with the final adoption of the millage rate, they are decreasing the millage rate from 2.44 mills to 2.43 mills, which is a decrease of 0.01 of a mill. However, most people will still see an increase on their tax bill, because the value of their property increased. She indicated the Acme rate and the Solid Waste Assessments were not changed. She stated the Water and Wastewater rates include the 2.5% annual indexing, which equates to an increase of approximately \$1.48 on an average monthly bill. She said for those residents in Saddle Trail, the Saddle Trail Park South assessment was adopted.

Ms. Quickel explained where the Village revenue comes from. She indicated that 27% comes from reserves and transfers, which is the money being used out of the Utility Fund as well as some of the Fund Balances to balance the budget; 20% from charges for services, which includes the water/wastewater, recreation revenues and the Wycliffe drainage agreement; 17% from ad valorem property taxes, which is the Village millage rate; 11% from sales taxes and intergovernmental revenue; 8% from non-ad valorem property taxes, which is primarily Acme and the Solid Waste Assessment; 7% from permits, fees and special assessments; 7% from utility and service taxes; and 3% from impact fees. She stated the Village has a total of \$91.6 million in revenues. She said the difference between revenues of \$91.6 million and expenditures of \$110.5 million is \$21 million, which is being taken primarily from the Fund Balance.

Ms. Quickel stated the money goes to the following: 24% or \$27 million is for capital projects, 17% or \$20 million for Public Works, 17% or \$19 million for general government, 16% or \$17 million for utilities and solid waste, 13% or \$14 million for transfers and non-departmental, 8% or \$9.3 million for public safety with PBSO, and 5% or \$5.8 million for recreation and culture.

Ms. Quickel reviewed what Wellington residents will receive. She stated the three areas that ranked the highest on the Budget Challenge were law enforcement, neighborhood safety and senior services. She said the top three priorities in the budget focus on law enforcement, neighborhood safety, and senior services. She indicated that Parks & Recreation, Public Works, Strategic Planning, Public Safety, Senior Focus and Education are also included in the budget.

Ms. Quickel stated the Village capital improvement projects total almost \$8.2 million in new and ongoing capital projects. She said the Tennis Center parking expansion, multiuse pathways and bike lane additions, the new computer system Village-wide, the South Shore Park rebuild and the South Shore Blvd/Pierson Road intersection are some of the projects. She indicated the ongoing capital improvement programs that continue to be funded include neighborhood entrance signs and streetscaping enhancements, neighborhood park improvements, Regional

Park field and facility improvements, Surface Water Management infrastructure upgrades, 2014 Acme Drainage Improvement program, and the equestrian trail connections.

Ms. Quickel reviewed the budgeted Utility system upgrades, which total \$14 million and include the raw water supply, raw water transmission and water distribution, water treatment facilities, reuse system, water reclamation, water storage and pumping, and wastewater collection and forcemain. She stated these are some of the most critical infrastructures in the Village.

Ms. Quickel stated with the 2.5% annual indexing, it will cost Village utility customers almost \$1.48 on an average monthly bill for the utility. She said 16% of their total tax bill goes to Wellington and Acme. She indicated that the average homesteaded owner will pay \$15.00 more on their Wellington portion of the millage taxes.

Ms. Quickel indicated that in 2017-2018, Wellington residents will receive great services, great schools, great parks, and great neighborhoods, as they all contribute to a great hometown.

Mayor Gerwig thanked Ms. Quickel and her team for doing a great job.

Councilman Napoleone thought it was fantastic that the Village budget harmonizes with the top three priorities of the residents. He noted the Village was spending a lot of money on utilities this year. He thought people often take utilities for granted. He mentioned the weekend after Hurricane Irma he was in north Florida where their utilities are not managed as well as they are in Wellington. He explained they were on a reduced water load and there was concern that the water was contaminated. He said the sewage backed up, because they could not get their pump stations working. He stated the Village does a really good job with its utilities and it is money well spent.

Councilman Drahos stated the Village has been saving for ten years due to the fact it has had a well thought out, long term plan. He said they were saving it to be able to spend it, and the Village has reached that point. He thought Wellington was very fortunate to be in this position, as they do not have to spend \$14.5 million on their Utility Department without knowing where the money is coming from. He stated this was a credit to the leadership well before he was on this Council. He said he is happy they are able to do this now, and he is pleased the Village is adding two new deputies. He stated he believes this is a reasonable and responsible budget, and he is proud to sign off on it.

Vice Mayor McGovern stated he agreed with the comments of Councilman Napoleone and Councilman Drahos.

Vice Mayor McGovern asked about the history or trend of the millage rate. Ms. Quickel stated the millage rate has decreased from 2012 at 2.50 mills down to the currently proposed 2.43 mills, and the Village is still able to do the kind of projects that are in this budget. She indicated that is a huge statement as to how the Village manages its projects and to the support staff receives from Council.

Vice Mayor McGovern stated this budget focuses on the priorities of their residents and makes sure that their utilities will be safe and at the highest quality. He said clean water and functioning utilities is a chief priority of local government. He stated with this Council and prior Councils having had a plan to save for their facilities, it is something he is proud to be associated with as it is a hallmark of what they do in the Village. He indicated the budget also focuses on increasing public safety; increasing the quality of their parks, including a complete

rehabilitation of the South Shore Park; meeting the needs of the community in regards to families; and being a great place for residents and businesses to thrive.

Vice Mayor McGovern thought this was a good budget, but that the total number could be surprising. He stated they have taken previously collected money and put it all into one budget at one time. He noted it is not a year-on-year increase of more than \$10 million. He asked Mr. Schofield if next year they could anticipate the budget going back down. Mr. Schofield thought four or five years from now they would see one of these major expenditures again, but for the next couple of years they would be in standard maintenance mode.

Vice Mayor McGovern understood, if and when this happens again, it will be with money the Village has collected and placed in reserves. Mr. Schofield stated that was correct. He said there is a capital plan for each major department, such as Utilities, and they save for those projects as it makes more sense.

Vice Mayor McGovern stated this budget presentation was very helpful and hoped the residents and media would review it. He explained the budget is not line-for-line as to what the Village is going to do throughout the year. He said it is a statement as to what is important as a community. He thought this presentation showed the residents what they were getting for their money and what they desire and intend their community to be like in the future. He thanked Ms. Quickel and stated he was proud to support this budget.

Councilwoman Siskind thanked Ms. Quickel for the beautiful job her team did on the budget and presentation. She said it is very easy for the residents and Council to understand. She mentioned Council spoke earlier about transparent government and accountability with the Civics 101 students from Palm Beach Central High School and this budget reflects that. She said most cities or municipalities have to borrow money for major improvements. She thought the planning was key for the Village.

Mayor Gerwig asked how the grants that the Village seeks throughout the year play into the budget. Ms. Quickel stated staff applies for grants continuously and they have year-after-year grants. She explained they do not budget grant funds until they are awarded. She stated when staff brings Council a contract for approval, a budget amendment is usually attached if a grant has been received for that project.

Mr. Schofield recommended that the Public Hearings for both resolutions be combined into one.

Public Hearing

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

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

Ms. Quickel read the following mandatory statement into the record: The 2.43 millage rate is 5.81% higher than the rollback rate of 2.966 mills. The rollback rate is the rate which applied to this year's total assessed valuation of \$8.03 billion, yields the same ad valorem tax revenues as the previous year or \$17.53 million adjusted for discounts. Adopting the proposed rate of 2.43 mills generates \$18.55 million adjusted for discounts or an increase of approximately \$1.17 million from last year. The proposed millage rate of 2.43 mills for the Village of Wellington

governmental budget, including the Acme Improvement District, funds a 9.2% operating increase over the prior year. The proposed millage rate of 2.43 mills for the Village of Wellington governmental budget, excluding the Acme Improvement District, funds a 10.4% operating increase over the prior year.

A motion was made by Councilman Drahos, seconded by Councilman Napoleone, and unanimously passed (5-0), to approve Resolution No. R2017-50 (Millage Rate) as presented.

A motion was made by Councilman Drahos, seconded by Councilman Napoleone, and unanimously passed (5-0), to approve Resolution No. R2017-51 (Wellington Budget) as presented.

Mr. Schofield noted that Ms. Quickel and her staff did something very innovative this year. He stated they presented the budget on Facebook Live and it was shared over 3,000 times, which is a lot more people than the number of people who have attended all of the budget hearings combined.

B. 17-1526 ORDINANCE NO. 2017-11 (ARTICLE 5 – DEVELOPMENT REVIEW PROCEDURES): AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE WELLINGTON LAND DEVELOPMENT REGULATIONS, MORE SPECIFICALLY, A ZONING TEXT AMENDMENT TO REPEAL AND REPLACE ARTICLE 5, IN ITS ENTIRETY, AS CONTAINED HEREIN; TO ESTABLISH SPECIFIC STANDARDS RELATED TO THE DEVELOPMENT REVIEW PROCEDURES FOR DEVELOPMENT APPLICATIONS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. Ms. Nubin read the ordinance by title.

At this point, Mr. Schofield introduced Chevelle Nubin, Village Clerk, to the students in the audience who previously had a Civics 101 class with Council. He stated Ms. Nubin was relatively new and the Village was grateful to have her. He explained the Village Clerk is a member of the senior management team and is responsible for public records, daily interactions with residents and meeting agendas.

Mr. Basehart stated this was the second reading and adoption of the new Article 5 of the Wellington Land Development Regulations. He said Article 5 basically outlines the application review process and application requirements. He indicated staff processed the amendment through the Planning, Zoning and Adjustment Board (PZAB) and the Equestrian Preserve Committee (EPC), and both unanimously recommended approval.

Mr. Basehart believed everything had been adjusted to Council's satisfaction, as equestrian permits were discussed on first reading. He indicated staff made some adjustments and followed Council's suggestion of treating all special use permits the same and putting a provision in the table indicating that they can be administratively reviewed and approved up to thirty (30) event days in a calendar year. He said staff looked at other alternatives, but nothing else seemed to work.

Mr. Basehart stated staff also amended the adopting ordinance. He said it provides that all equestrian permits, new or renewals, have to come to Council the first time an application is submitted.

Mr. Basehart indicated that nothing this Council has looked at and approved in the past will be able to qualify for an administrative approval, even if the applicant makes no changes the first time this coming season.

Mr. Basehart stated staff could make a presentation or provide an overview of Article 5, unless Council was satisfied with what has been presented thus far. Mayor Gerwig and Vice Mayor McGovern indicated they were satisfied with their understanding of it.

Vice Mayor McGovern asked if what was in Council's packet was different on first reading. Ms. Cramer explained when staff added the seasonal permit to the table the formatting changed. She stated staff corrected it to what historically has been done and to what the Village currently does with site plans and subdivision plans. Vice Mayor McGovern understood the Village was staying as they were and have been. Ms. Cramer stated that was correct.

Councilman Napoleone asked if any other public comment or public input had been received. Mr. Basehart indicated a half-dozen or so letters were received from people who have experienced the Village application process. He said they all encouraged the amendment that is being proposed for adoption.

Mayor Gerwig stated Council asked staff to make the process clearer and more understandable for the people. She said the Village wants to encourage the charitable events and other events to return to Wellington every year without it becoming a problem for the neighboring residents.

Mr. Basehart explained Article 5 includes the equestrian permitting process, but it includes all of the processes as well. He said staff's intent was to streamline the code to make it easier to understand, easier to navigate, more transparent, and bring it up to date. He indicated Article 5 was first adopted in 1998 from the County code.

Mr. Schofield stated Wellington's Code is essentially the County Code that existed in 1996 with some modifications. He explained the whole intent of changing Article 5 was to make it easy to understand, because it described a completely new and lengthy application process for each application and referenced other sections. He said one had to be a land development professional to understand what was in that code. He indicated all of the same protections are still there, but it is just clearer and easier to understand and a simpler process to follow.

Mr. Schofield indicated what follows is the Development Review Manual, which lays out the processes for how staff does everything. He said this was all part of Council's directive to become more transparent. He stated if the information is not on the Village website and it is not available, staff will not pull a code book or an article out of someone's drawer to apply it as a review standard. He said it is online, so the applicants can see it before they come in.

Mayor Gerwig stated after looking at the past special use permits that came before Council where conditions were added, it was not happening. She said it was being done by staff. She stated Council was being supplied with the information that made them feel comfortable approving what was presented. She said this idea was based on complaints from several residents who continually had to dance the dance every year, and it was the same. She said

Grand Champions Polo comes to mind. She asked if they had enough dates that would require them to come before Council.

Ms. Cramer stated if Grand Champions Polo exceeds 30 dates, they would come before Council. She said, depending on the entity having the event, sometimes it changes. For example, The Ridge originally started with 38 dates, the next season they went down to 28 dates, and then they went up to 32 dates. She stated it varies from season to season.

Mayor Gerwig said she understood that an applicant will have to come before Council one time, and then come back if they exceed 30 dates. Ms. Cramer stated if an applicant does not exceed 30 dates, they do not have to come back in front of Council as they would fall under the administrative process.

Vice Mayor McGovern stated staff has taken Article 5 from 80 pages down to 12 pages. He said it has been a longstanding goal of this Council to make this process clearer, transparent, and more customer and user friendly. He thought that was being achieved here. He also thought by saying that everything comes back to Council one more time, no one can say that special or preferential treatment was given to an applicant who came in before. He believed, in that regard, this was a good change and one that Council has been wanting to make for a long time.

Councilwoman Siskind stated she agreed. She said she thought it provided objective guidelines across the board, so she supports it.

Public Hearing

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

1. Janna Lhota, 515 E. Las Olas Blvd, Ft. Lauderdale, FL. Ms. Lhota stated she was an attorney with the law firm of Holland & Knight and was there on behalf of Ms. Victoria McCullough, the owner of the residential estate in Mida Farms at 13801 Gracida Way. She explained their concern revolves around the elimination of the Development Review Committee (DRC) in favor of the Development Review Manager or Project Manager, as that would result in placing discretion in the hands of a single individual. She briefly reviewed the experience they had this past spring when a series of applications were filed for the redevelopment of the International Polo Club (IPC) and Isla Carroll Farms. She stated if the Village is inclined to pursue a Project Manager in lieu of the DRC, her request is that Council consider the inclusion of very clear standards as to when an application may move forward into the public hearing process and when it may not. She said many cities require, for certain quasi-judicial applications or applications in areas of the city or Village that have particular concern, the applicant to hold a community meeting or notify the adjacent HOAs or meet with the HOAs to provide the information on the application before it enters the public hearing process.
2. Jane Cleveland, 2905 Piper Way, Wellington. Ms. Cleveland stated she was the Chairman of the Equestrian Preserve Committee. She said they checked in with the largest promoter of the smaller events, Ms. Nona Garson, and the 30 day limit will work for them. She stated they were happy with the changes in the amendments to Article 5.

Ms. Cramer indicated she spoke with Mr. George Garson earlier today and he was happy to hear this was coming forward as well.

Mayor Gerwig stated Council's intent was to have it be clear and easier to use, but to know that the Village was protected by the reviews.

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 asked about the idea that the Development Review Manager is somehow limiting or encompassing power. She also asked how the County dealt with this issue. Mr. Schofield explained that the Development Review Committee (DRC) is a committee in name, as they do not vote or make recommendations. He stated the decision to certify an application is ultimately in the hands of the Planning, Zoning and Building Director or the Village Engineer, depending on which Article of the Code is being interpreted. He said when a project comes in, it is assigned to a project manager in Engineering or Planning, and they take it through the process. He stated the DRC is comprised of staff members who comment and say it meets requirement A, B, C, D or E of the Code. He said there is a misconception that every requirement must be met before the application is certified to move forward. He indicated an applicant certainly has the right to take a project that is not being certified through the process, but the Village will recommend denial. He stated this process puts the application in one person's hands and they are accountable. He said when there is an issue, he knows to go to Mr. Basehart or Mr. Lundeen, even if they delegate it to a project manager, as they are ultimately responsible. He stated this Article clearly defines that and it does nothing other than formalize the process the Village has been using since the day he became the Planning, Zoning and Building Director in Wellington, which was September 21, 2001. Mayor Gerwig noted the Village allows for much public comment, at every Board and Committee Meeting, and twice at this Council Meeting.

Mr. Schofield indicated there is no more or less happening at the staff level. He stated the issue was if the DRC could realistically be termed as a sunshine body. He said if a single person is responsible, they do not have a system where the engineer cannot talk to the planner, who then cannot talk to the Utility Director or the Public Works Director. He stated the Village could not function that way. He said the County made this change a while back and most municipalities have made the change as well.

Councilwoman Siskind stated this was more of a compliance issue. She said people were getting frightened when they heard the Village was doing away with the DRC and giving one person the power, but in reality the project managers have always processed the applications. Mr. Schofield indicated that not every staff member who comments actually attends the DRC meetings. He said he will go into the problems with the DRC with the Council members individually.

Ms. Cohen stated she was in agreement. She did not think the Village was necessarily out of compliance and the way they function is actually okay. She said this is a proactive measure to avoid an accusation of a Sunshine issue, which could complicate the development process. She believes this is a good change. She stated the comments from Ms. Lhota are well taken and certainly something Council could consider if down the road they want to require some objective standards and for certain applications to have community meetings prior to moving forward, but she did not think that was necessary for the purposes of this item tonight.

Ms. Cramer thought Council might benefit from knowing that staff has always and will continue to address any phone calls, e-mails, or members of the public who come in and want to see the

petition regardless of where it is in the process. She stated the public is more than welcome to come in and look at the file. She said staff will sit down, go through it with them and answer any questions. She indicated if there is a registered interested party for an application, staff will be proactive in keeping them informed of the process as it goes forward.

Mr. Basehart stated, regarding community meetings, staff has commonly met with neighborhood groups when applications were going through the process. He said if an application that has been submitted to the Village generates interest from the public, staff will meet with the public.

Mayor Gerwig thought the community meetings could be added based on the particular project. She said the Village was not in an unusual situation compared to other municipalities as far as how many public hearings are held. Mr. Schofield stated the Village is like every other municipal government, as Chapter 163 of the Florida Statutes provides for what public hearings and public notices are required. He indicated staff often hears complaints about how much time it takes to go through certain processes. He stated the state statute requires notice before the Planning, Zoning, and Adjustment Board and notice before the Council. He said applications sit for 30 days just to go through the notice process. Mr. Schofield noted the Village is in compliance with everyone and in compliance with the state law.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Ordinance No. 2017-11 (Article 5 – Development Review Procedures) on Second Reading as presented.

C. 17-1527 RESOLUTION NO. R2017-40 (DEVELOPMENT REVIEW MANUAL):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL,
ADOPTING THE DEVELOPMENT REVIEW MANUAL, AS MORE
SPECIFICALLY DESCRIBED HEREIN, TO PROVIDE FORMS FOR
PLANNING AND ZONING APPLICATION TYPES, SUBMITTAL
REQUIREMENTS, REVIEW CRITERIA AND DETAIL THE PROCESS
FOR DEVELOPMENT APPLICATIONS AS REQUIRED IN ARTICLE 5
OF WELLINGTON'S LAND DEVELOPMENT REGULATIONS AND TO
COMPLY WITH FLORIDA STATUTES; PROVIDING A CONFLICTS
CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.

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

Mr. Basehart stated the Development Review Manual is essentially the how-to book to help the applicants and the public put together and process their applications. He said it is an expansion of what is in the actual ordinance and Article 5, in terms of what should be included with an application and the review criteria that ends up formulating the recommendation from staff and the decision from Council. He stated it also includes flow charts and other helpful hints on how to navigate the process. He noted that this not an ordinance, but a support document for Article 5.

Mr. Schofield indicated staff looked at what other agencies are doing in terms of ordinances and regulations. He stated, because these are such complex processes, many agencies essentially now have permit manuals – how to do it, what information is needed, is a plat or boundary survey required, etc. He said all of these things are in the Development Review Manual. He stated if it is not in the manual or in the ordinance, staff is not going to use it as a criteria. He said the Village wants to be upfront with everyone about what is expected from them.

Vice Mayor McGovern stated this manual and the ordinance Council just passed dovetail together. Mr. Schofield stated that was correct.

Councilwoman Siskind thought this would manage expectations and save a lot of time, and ultimately save money. She stated it was really well written.

Public Hearing

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

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

Mayor Gerwig thanked everyone for the work that went into this, because simplifying things is not as easy as one thinks. She appreciated that staff could capture everything in a more concise way.

A motion was made by Councilwoman Siskind, seconded by Vice Mayor McGovern, and unanimously passed (5-0) to approve Resolution No. R2017-40 (Development Review Manual) as presented.

8. REGULAR AGENDA

- A. 17-1535** RESOLUTION NO. R2017-49 (URGING LEGISLATION MAKING TEXTING WHILE DRIVING A PRIMARY OFFENSE): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL URGING THE FLORIDA LEGISLATURE TO ENACT LEGISLATION THAT WOULD MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Mr. Schofield stated one question was asked at Agenda Review about why this was not passed last year when it was in the Legislature. He said he talked to the Village lobbyist and to other people in the Legislature, and no one could give him a good reason. Mr. Schofield noted the Village did receive a lengthy letter from Mr. Kurtz opposing it.

Mayor Gerwig asked if texting while driving is still illegal in the state of Florida if it is a secondary offense. Mr. Schofield indicated it is still illegal, but one cannot be pulled over for it. Vice Mayor McGovern explained if someone gets pulled over for a primary offense and it was found they were texting and driving, it can be added as an additional charge, but it cannot be a standalone infraction under the current state of the law.

Mayor Gerwig stated residents have expressed concern about texting and driving. She said she would feel more comfortable if she could hear from the Palm Beach County Sheriff's Office (PBSO) as to their position on this. She asked, if texting and driving were made a primary offense, if it would benefit the department or keep the officers so busy that they could not do anything else.

Deputy Scott Poritz, Crime Prevention Officer, stated the standard answer is that right now PBSO does not have a position on it. He said from working the road, he could tell Council it was just like the seatbelt tickets many years ago. He stated seatbelts were a secondary offense and it took a while for it to become a primary offense, just like texting and driving.

Deputy Poritz indicated there is more distraction driving, as about eleven people a day have died from distraction driving as of last year and roughly one in five accidents is caused by distraction driving. He said it is not just the texting alone.

Deputy Poritz stated, based on the people he has spoken to, the Legislature has not passed this legislation because they do not want to single out one particular thing, such as texting while driving. He said they want it to cover multiple things, like distraction driving.

Councilman Drahos commended Representative Slosberg for this initiative. He stated he saw a driver texting in downtown Miami yesterday while going through a major intersection. He thought that was reckless. He stated his normal tendency is to protect individual liberties, as he does not like government intruding on others rights. However, this was an instance where someone's actions was putting the lives of others in significant danger, including his family. He said he had no problem supporting this resolution, because texting while driving is an epidemic and the officers need the tools to be able to do something about it.

Councilman Napoleone agreed. He said they all have seen drivers in front of them swerving around because they are on their phone. He stated they all know the primary cause of distraction driving is the devices that they cannot seem to detach from their hands. He indicated 46 states ban texting while driving and 41 states have made it a primary offense. He stated he was not a fan of resolutions when they have the power to act, but here they do not have the power to do anything except urge the Legislature to act. He said he was in favor of this resolution as well, because texting and driving puts people's lives in danger.

Vice Mayor McGovern asked if texting while driving was attributing to the increasing crash rates in the Village or to them not going down as much as they would like. Captain Silva stated the reality is that no one owns up to being distracted while they are driving, even though they have crashes where they cite people for following too closely. He said the officers know as a practical matter that texting while driving was probably the contributing factor. He stated if the officers cannot prove it, they cannot cite the drivers for it. He said having texting while driving as a secondary offense does not really help the officers in being able to cite people for it.

Mayor Gerwig stated she would feel more confident if it said distracted driving instead of texting while driving, because it could be all kinds of things. She said distracted driving could include talking on the phone, looking at a book, etc., which would be just as problematic. She asked if they saw any value in saying distracted driving instead of texting while driving.

Captain Silva thought the problem was that a lot of people use their iPhones for Google Maps to find out where they are going. He said if they are driving alone, no one else can look at it for them. He stated the way to mitigate that concern is to have a device in front of them on the dashboard, so they can look at it at the same time they are looking down the road.

Captain Silva stated, as far as changing the language from texting while driving to distraction driving, he would like to see what the other states have done and their rationale behind it. He said he did not want to give a position for Sheriff Bradshaw and the whole Sheriff's Office on

what they would like to see. He stated he was just trying to enlighten this Council on the issues and how it plays out for his officers.

Mayor Gerwig asked if this would cover someone using maps and how the officers were going to determine that. Captain Silva stated the officer would have to testify to seeing the person texting, if the offense was ever challenged in Court. He said it becomes a matter of what the judge believes. He stated if the officer believes the person was texting, which is against the law, the officer will write a ticket.

Councilman Drahos thought specificity was the key here. He said if they start watering it down and talking about distraction driving, particularly if it is interpreted to mean if they are on the phone, it would have a hard time passing. He stated this resolution makes it very clear that texting is a danger, as people are not focused on the road when they are doing it.

Councilman Napoleone stated this Council is not passing an ordinance and they are not passing a law. He said they are suggesting that the Legislature do something to stop people from texting and driving, because it is killing people.

Captain Silva said in California and other places, if people are calling and talking on the phone while they are driving, they are in trouble. He said some states take it to one level and others have something between.

Vice Mayor McGovern stated they will leave it to the Legislature to determine the specifics of dictating a text versus typing a text.

Mayor Gerwig stated her concern was making it harder for the officers, if Council was suggesting that it become a primary offense. She said she did not want it to be confusing for the officers to be able to determine.

Councilwoman Siskind thought just by working to make it a primary offense was drawing more attention to it. She said it really hits home with the teenagers. She stated if it becomes a primary offense, it will make people think a lot more about not texting while driving. She said it would be just one more deterrent.

Vice Mayor McGovern stated they just had a roomful of high school seniors with Council tonight. He thought this was something that was timely, topical and stands to potentially save lives. Councilman Drahos thought Council should have discussed this item while the students were there.

Deputy Poritz indicated that the Sheriff's Office has been involved with the Civics 101 students for the past four years and they usually discuss texting and driving or distraction and driving. He said this year they are changing it a bit, but he will be putting in a small segment once again about distraction driving.

Mayor Gerwig stated Council appreciates whatever PBSO can do in that respect. She said kids and adults are still going to speed. She stated there are going to be times when rules are not followed. But without the rule, they do not have anything to start with.

A motion was made by Councilwoman Siskind, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Resolution No. R2017-49 (Urging Legislation Making Texting While Driving A Primary Offense) as presented.

9. PUBLIC FORUM

No comment cards were received from the public.

10. ATTORNEY'S REPORT

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

- Regarding the Palm Beach Polo and Polo West applications, she said there is a link on the website under the Spotlight. She stated it says "Palm Beach Polo Access Points Projects" and suggested it be changed to "Palm Beach Polo and Polo West Master Plan Amendment Applications" to make it clear both applications are there.
- She stated the settlement documents in the FMIT case have been signed by the Village. She said they were just waiting for the League to signoff and for the dismissals to be prepared and filed. She hoped that would occur within the next week.

Councilman Napoleone suggested that the Palm Beach Polo/Polo West fact page on the website be dated as it is updated, so people know when new information has been posted.

11. MANAGER'S REPORT

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

- The next Regular Council Meeting will be held on Tuesday, October 10, 2017, at 7:00 p.m. in the Council Chambers.
- The Village Offices are closed Monday, October 9, 2017 in observance of Columbus Day.
- Council decided to change their Agenda Review Meeting to Friday, October 6, 2017, at 1:30 PM, since Village Offices are closed on Monday, October 9, 2017.
- Mr. Schofield provided a brief update on the status of the Palm Beach Polo applications. He stated, because equestrian venues are being requested, the applications are scheduled to go to the Equestrian Preserve Committee (EPC) during the first week of October and to the Planning, Zoning and Adjustment Board (PZAB) during the second week of October. He said the applications would come to Council at their first meeting in November at the very earliest, as the first public hearings have not been held.

Vice Mayor McGovern stated according to the AT Council received, the first discussion at the Equestrian Preserve Committee meeting will be held on October 4th at 6:30 PM in Council Chambers, relative to the use designation changes and access points.

Councilman Drahos asked if the Public Notice signs were up. Mr. Schofield stated the Public Notice signs have been up since the application came in, but the problem is the dates on the signs often change. He said staff sends out mailers and provides updates in meetings as well. He explained if the application goes to one of the Boards or Committees and does not get approved or is remanded back, that will change every date that has been published up to that point.

Ms. Cohen noted she spoke with the attorney for Palm Beach Polo today and she expects to have the written statement with respect to the access issue before the

meeting.

Councilman Drahos stated they have been hearing a lot about Palm Beach Polo and Polo West. He asked if Polo West had an HOA. Ms. Cohen stated they have an HOA and she spoke with their attorney. She said she explained her view and reviewed the document Polo West is relying on. She reminded Council that the Village is not the interpreter of their private documents. She stated if there is some disagreement with respect to how to interpret the document that is a matter between the parties for the Court, as it is not something for the Village to opine on. She said she was looking at whether the applicant can move forward in the process and has demonstrated sufficient access to the property in order to use it for the purpose being proposed.

Councilman Drahos stated he wanted the residents of Polo West to be adequately informed of meetings coming up. Vice Mayor McGovern asked if the attorney and association board for Polo West have been informed. Ms. Cohen indicated they have been informed and the public notices are up.

Vice Mayor McGovern asked Ms. Cohen about her view. Ms. Cohen stated she reviewed the settlement agreement between Broward Yachts and the HOA, as well as the language in the agreement that they are asserting requires their consent in order to use the property for the purposes they are using it and to move forward with the application. She said, in her view, the applicant, with respect to Polo West, has the legal right to use the access road and/or other proposed access for the purpose they are proposing. She stated she explained that to their attorney and she believes he understood her opinion. She said it is a private agreement between the two parties that they need to iron out on their own. She stated the Village does not have the responsibility to interpret it for them, but it does have the responsibility to ensure the applicant can operate in the way they are proposing, if the application moves forward and is ultimately approved.

Vice Mayor McGovern asked what would happen if it was challenged internally between the parties and determined consent was needed. Ms. Cohen stated they could seek an injunction. She said the Village has a duty to the applicant to process their application and failing to adhere to that duty could give rise to a mandate against the Village.

Councilman Drahos asked if a move for an injunction would prohibit the Village's ability to proceed further. Ms. Cohen stated the Village does not really have a position until the application goes through the public hearing process. She said the Village is trying to protect the process and the rights of the parties. She stated if a Court orders the Village not to proceed, the Village would comply with the Court's order. She said it is not something the Village would argue for or against. She stated the Village is simply processing the application and providing the means by which the public can be heard on the issue.

Vice Mayor McGovern understood, at present, the Village was not requiring the consent of the HOA. Ms. Cohen stated they were not presently. She said, based on her reading of that particular agreement, she did not think it was required.

Vice Mayor McGovern asked, if Ms. Cohen's interpretation was different, if the Village would be requiring it. Ms. Cohen stated procedurally that was correct.

Mayor Gerwig stated her point on this and further discussion is to ensure everyone is notified and it is easy to find. She said even though the notice has been met legally by the signs and the mailings, she wanted the Village to do everything it can to let the public know when they have the option to speak on this matter.

Vice Mayor McGovern stated that would be at the Equestrian Preserve Committee (EPC) meeting on October 4, 2017, at 6:30 PM in the Council Chambers and the Planning, Zoning, and Adjustment Board (PZAB) meeting on October 11, 2017 at 7:00 PM in the Council Chambers.

Councilman Drahos asked when it would come before Council. Mr. Schofield indicated it would be the first Council Meeting in November at the earliest.

Councilman Napoleone thought most of the Council members had shared this information on social media, because people have been asking about it. He stated the Village prepared a facts sheet that he and others shared on their pages. He said he gave people the timeline of the meetings they just discussed, so the people have received mailers and they are aware. He believed there would be crowds of people attending these meetings.

Mayor Gerwig asked Ms. Cohen to briefly describe the quasi-judicial process. Mayor Gerwig stated people were asking her how she feels about this, but if any of the Council members have an opinion on it already, without hearing it, they are violating the quasi-judicial rules. Ms. Cohen stated that was correct. She explained when Council sits in a quasi-judicial or judge-like capacity, they are hearing testimony, reviewing evidence, and making a determination based on the evidence presented at the hearing on whether the application should be approved. She stated the applicant is entitled to due process, meaning notice and an opportunity to be heard. She said they are also entitled to a decision based on the evidence presented at the hearing. For example, if Council has a preformed opinion as to whether the application should be approved or not, it would be difficult to say the applicant received a fair hearing. She stated just like a jury in a trial, Council should not prejudge the outcome of the case until they have heard all of the evidence. She said that is the process they have to go through. She stated this Council and the other Boards that hear quasi-judicial matters are not to form an opinion concerning the application and whether to approve or deny until they have had an opportunity to hear all of the evidence presented. She said that is why it would be inappropriate for the Council members to express their opinions concerning an application.

Councilman Napoleone stated people get frustrated because the Council members cannot tell anyone how they are going to vote until they have the hearing and vote on it. He said they do not like that answer, but that is the answer.

Vice Mayor McGovern stated the Council members can meet with these people, hear what they have to say, and discuss the projects with them, but they cannot prejudge them. Ms. Cohen stated that was correct. She said, as part of the due process the applicant is entitled to, Council discloses their ex parte communications, so the applicant has an opportunity to know what Council has heard about their petition and possibly cross-examine those individuals they have spoken with, if necessary. She stated the Village's role is to protect the process for all parties appearing before Council.

Mayor Gerwig thought something should be sent to the Boards to ensure their understanding of this. Ms. Cohen stated she could recirculate her memo on quasi-judicial hearings to the Boards and Committees.

Vice Mayor McGovern asked if a link has been placed on the front page of the Village website, so people can go there for the information. Mr. Schofield stated he asked that it be put in the rotating banner, but he will let Council know first thing tomorrow morning.

- Mr. Schofield and Mr. Barnes provided an update on the Village's debris and recovery efforts from Hurricane Irma. Mr. Barnes showed Council some pictures/video of piles of debris around the Village before and after collection, the mulching/chipping operation at the dog park, and the canal easements. He stated using the dog park site for the debris material and now the grinding operation, they are being far more efficient than when they were taking the material directly to the 20-Mile Bend site. He said part of the operation is to have the debris chipped and reduced down before it is taken elsewhere. He indicated the options remain open between the Village and the contractor as to where it will go.

Mr. Barnes explained the Village was being charged by the truckload and each truck carries a certain tonnage. He stated staff assumed the same volume for estimating purposes, but that volume will change when they chip and mulch the material. He indicated there is still quite a bit of room at the dog park to handle the debris material.

Councilman Napoleone asked how the Village plans to remove the trees from the canals. Mr. Barnes stated the trees can be removed from the water side and/or the land side. He explained the water side would involve barge access and heavy equipment and/or handwork. He said from the land side, they would have to go through an easement or private property with permission and hold harmless agreements, and potential temporary easements.

Mayor Gerwig stated the point is the Village needs to get in there and do it the most efficient way possible. Mr. Barnes stated the Village would have to mobilize multiple times, because not all areas are accessible from the same point. He said they were looking at mobilization and portages from different locations. He indicated in the past the numbers have run from \$20,000 to \$25,000 to mobilize a barge. He said that does not include disposal of the debris, as the Village still has to dispose of the material, grind it, transport it, etc.

Councilman Drahos asked if the Village gets reimbursed from FEMA for any of that expense. Mr. Barnes stated there would be a potential for reimbursement, as there is never a guarantee, based on storm related damage. He said the disaster declaration has a 90 day clock. Mr. Schofield indicated the Village's experience has been that FEMA will reimburse 80% for anything that is not maintenance related.

Councilman Napoleone asked how long it takes to get a FEMA reimbursement. Mr. Schofield indicated the Village typically argues FEMA reimbursements for three to four years and sometimes longer.

Mayor Gerwig thought, as difficult as it is, they needed to get in there and get the trees, even if they have to go along the Village easements. She mentioned that there is a tree at Big Blue across from Wellington Elementary, but a fence keeps them from getting to

it.

Mayor Gerwig asked if the flow was being impeded by these objects. Mr. Barnes stated the flow is not necessarily being impeded. But the material is in the water and, if it moves, it will eventually get to a choke point, which is when a problem will occur.

Councilman Drahos asked if the drone footage can be used to support their FEMA application. He said he was concerned FEMA was going to call it maintenance when it is clearly storm related. Mr. Barnes stated the Village has photographs and drone footage, and has well documented their access from the water side and the land side.

Mr. Schofield clarified for the residents that the times on the Village website are estimates. He indicated they were at about a quarter or less done with the first pass for everything. He said the Village will do three passes through every subdivision, so they will come back for anything that was missed. He asked that residents not put anything on the major thoroughfares, as those streets have been cleared. He stated it would be two months or more before they could get everything out. Mr. Barnes noted that 44,000 yards of debris had been removed as of yesterday.

Vice Mayor McGovern understood it would take two months to make all three passes through the Village. Mr. Schofield stated that was correct. He said it would probably be many months to get the canals done.

Vice Mayor McGovern asked how long it would take to make one pass through the Village. Mr. Barnes believed the first pass through the entire Village would be completed by the middle of October. He indicated there was an error in the schedule that has been published, because all of the subareas in Sugar Pond Manor have not been completed and it says it is 100% complete. He said that is currently being checked and they will provide a breakdown on the subareas in Sugar Pond Manor. He noted that the first pass through all of the neighborhoods does not include any canal work, as it will be strictly for vegetation in the residential and common areas.

Mr. Barnes explained they are urging people to not mix the piles of construction/demolition debris, vegetation debris, and household bag yard trash or anything else. He said, should there be mixed piles, they will be picked up on the second pass. He stated the same will be done for construction/demolition debris, i.e., fences, wallboard, plywood, etc. He indicated bulk collection of unrelated hurricane items, i.e., couch, mattress, lawn furniture, has been suspended by the Solid Waste Authority. He said the facility is not accepting bulk, so the vendor for the Village is not picking it up. He asked that residents not put out any bulk items until that pick-up has resumed, but to leave it there if it is already out.

Vice Mayor McGovern asked what hours the contractor who is picking up the debris is working. Mr. Barnes stated the contractor is working from 7:00 a.m. to 7:00 p.m., seven days a week. He indicated the Village is one of a few communities that is doing non-hurricane work as well, i.e., paving in Sugar Pond Manor, maintaining medians, etc. He said staff was doing a lot of non-hurricane related work as well as working on Fridays, Saturdays and Sundays to supplement the contractor's crew.

Vice Mayor McGovern understood staff was working extra to get this done as quickly as possible. Mr. Barnes stated that was correct. He said Wellington employees are

operating Wellington dump trucks and heavy equipment as well as picking up in the neighborhoods. He stated staff is engaged and moving as quickly as possible.

Councilman Napoleone asked how many years of debris the Village has from the storm. Mr. Barnes stated staff estimated that there is between four and five years of debris out there, based on their initial pass Monday afternoon. He said when the Village was in recovery and doing damage assessment, their windshield estimate was approximately 200,000 cubic yards of debris, so they could start calculating staffing, etc. He indicated they were not able to get into some areas and into some private communities that in some cases were still fairly well overloaded with debris. He stated just looking at that number, which they assume at this point may be low, they are approximately 20% of the way through. He said some areas will go faster.

Mr. Barnes was thankful for the partnership and the ongoing communication the Village has had with many of the associations. He said they worked with the Village and collected the debris into centralized locations in their neighborhoods. He said that makes it easier and faster for Village staff and the contractors to pick up the debris.

Mayor Gerwig stated she was hearing that the residents are amazed at how well things are going. Mr. Barnes stated the debris is not a problem unless it is in your yard, and unfortunately it is still in a lot of peoples' yards. He said the Village is not doing a great job, because debris is still around, but they are doing the best they can. He stated the Village has as much equipment as other communities of their size or bigger. He said their contractor has been great, as they continue to have the same level of effort from the contractor, the trucks, etc. He stated they hear rumors daily that Miami-Dade is starting to offer other contractors more per yard. He said sometimes they are trying to manage a resource that is a moving target, because they are going to go where the reward is greater. He indicated the Village lost some potential contractors to Houston where they are paying \$20.00/yard and Wellington is paying less than \$7.50/yard.

Vice Mayor McGovern thanked Mr. Barnes for being the point person and the staff who are committed to making this happen. Mr. Barnes stated he was just talking on the phone, as staff was doing the work out there every day.

Mr. Schofield indicated the Village is picking up in most but not all of the gated communities, as some have had issues with the federal hold harmless form. He stated if the association does not sign it, the Village does not pick up in that community. He said the federal government is not interested in negotiating the terms of their form. Mr. Barnes indicated the Village was reaching out to the board and the management companies, and they have been great at getting the forms back to the Village as quickly as possible. He said at this point only two gated communities are looking at the language in the form.

Mr. Schofield thought the Village was scheduled to be in the private communities this week, if they have not been there already. Mr. Barnes stated that was correct.

Ms. Cohen stated she was not sure the hold harmless form is a federal form, but it contains language that is required under the FEMA Manual and under one of the fact sheets that FEMA puts out. She said it is a standard form being used throughout the county. She stated they need to use that particular form or risk the possibility of not getting reimbursed.

12. COUNCIL REPORTS

COUNCILWOMAN SISKIND: Councilwoman Siskind presented the following report:

- She stated it was great having Palm Beach Central at Village Hall and to see so many high school students interested in government. She indicated Council would be having a couple of more meetings with them.

Mayor Gerwig stated a lot of time went into preparing the new format, but she thought it was very good. She hoped the Village could get Wellington High School to participate as well.

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

- He indicated he was appointing Ryan Mishkin to the Architectural Review Board and Scott Wortman to the Tree Board. He said he hoped to have his appointment for the Equestrian Preserve Committee before their next Council Meeting

COUNCILMAN DRAHOS: Councilman Drahos presented the following report:

- He thought Ryan Mishkin was a good choice, as he is a Young Professional of Wellington. He said he was very glad to see that Mr. Mishkin is getting increasingly more involved.

COUNCILMAN NAPOLEONE: Councilman Napoleone presented the following report:

- He stated he attended the Metropolitan Planning Organization (MPO) meeting last week, as Mayor Gerwig's alternate. He said the MPO discussed the State Road 80 corridor action plan from U.S. 27 all the way to Congress. He stated they all know there will be more cars going east to west with all of the western development. He indicated he has the PowerPoint presentation from that meeting, which he can give to Council as well as to the people if they want to access it. He explained the alternatives include just making room for more cars on the road. He stated no other mode of transit is being proposed, as they are just going to keep widening the road and creating alternate intersections, which would include no left turn intersections. He said one model is an elevated road down the middle of Southern ending by I-95. He indicated no one seems very enthused with any of the three proposals, because they are not overly creative. He stated the MPO has not made any decisions yet, but if anyone is interested in speaking out or finding out what is going on, they can attend these meetings and share their opinion. He said it is going to affect all of their lives sooner than later, so they should be watching and paying attention to this. Mayor Gerwig thanked Councilman Napoleone for attending the meeting.

MAYOR GERWIG: Mayor Gerwig presented the following report:

- Mayor Gerwig stated she would like to see the Village do some kind of appreciation for the Village Boards and Committees, because they work very hard. She said she does not attend their meetings, because it is undue influence, especially if someone knows her personal opinion on something. She explained she wanted to get their best opinion

without influencing the Boards and Committees in any way. However, it leaves her feeling like she has not acknowledged their work. She hoped the Village could do something for them.

Mr. Schofield stated after Mayor Gerwig spoke to him about this, he looked at what they have done in the past. He said previous Councils have held a reception like event for all of the Village Boards and Committees. He stated all of the members get together for a couple of hours and mingle among themselves. He said they talk to Council and senior staff is there. Mr. Schofield stated staff could put this together if Council is interested. Councilman Napoleone thought it was a great idea.

Ms. Cohen stated it was well attended in the past and the members looked forward to it. Mayor Gerwig thought it would be good for all of the Village Boards and Committees, because they do a lot of work and they should be appreciated.

- Mayor Gerwig stated the League of Cities has come across the issue of home rule again. She indicated a video was done on home rule and she reposted it. She said they go back and forth on what to call home rule: local control, self-governance, etc. She indicated the League is asking for home rule stories from the different cities. She said the fertilizer issue came to mind for her, where the state was considering state-wide ordinances to control fertilizer use when the cities are required by a federal lawsuit settlement to have stricter standards. She thought they were going to be making the same plea, to stop interfering with what the cities are doing really well, to the state every year. She asked if staff could help her put some examples together, so they can have concise information out there as to why local government is the government closest to the people, the most accountable, and the most popular. Mr. Schofield stated he would have staff work on that.
- She stated a bus route runs in front of the old Wellington Mall where the bus stops for 15 minutes, so the driver can get off and have a restroom break. She said it is a really bad place for that because the bus blocks the right lane of traffic for 10 or 15 minutes. She asked if staff could encourage the bus driver to find a better place or pull the bus off the roadway. She said the bus stops on Forest Hill Blvd in front of Boston Market, and it is difficult because there are only two lanes of traffic. She stated she has seen too many people not realize the bus is not going to move and they sit there waiting. She thought it looked a little problematic from a safety standpoint. Mr. Schofield stated the driver is not supposed to get out of the bus when it is on the roadway. He said he and Mr. Barnes would talk to Palm Tran first thing in the morning.

13. ADJOURNMENT

There being no further business to come before the Village Council, the meeting was adjourned at approximately 9:10 PM.

Approved:

Anne Gerwig, Mayor

Chevelle D. Nubin, Village Clerk



Village of Wellington

Legislation Text

File #: 17-1537, **Version:** 1

ITEM: AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES FOR GROUNDWATER MODELING SERVICES

REQUEST: Authorization to approve a task order to JLA Geosciences, Inc. to provide hydrogeologic consulting services for Groundwater Modeling Services at a cost of \$43,320.00.

EXPLANATION: On January 29, 2016, Council awarded an engineering services contract (004-17/DZ) to multiple vendors. As part of the solicitation, JLA Geosciences, Inc. was selected as one of Wellington's engineering service providers. Staff is seeking authorization to utilize such contract with JLA Geosciences, Inc. to provide hydrogeologic consulting services.

The Utility uses ground water from surficial wells to supply raw water to the water treatment plants. The South Florida Water Management District (SFWMD) regulates water supply in our area and issued a Consumptive Use Permit to the Village in 2011. The Utility is currently using approximately 85% of its annual permitted allocation. An increase in the annual allocation is necessary to support existing plant capacity, accommodate future growth in the Royal Palm Service Area and accommodate redevelopment and infill within Wellington. The future replacement of the existing Lime Softening Plant with a membrane plant also increases supply needs due to the fact that membrane plants require more raw water to address reduced treatment recovery ratios.

In order to obtain an additional allocation, a permit modification is required. In order to demonstrate that the additional allocation meets the SFWMD Regional Availability Rule, a groundwater model is required. The proposed scope of work includes developing a calibrated MODFLOW groundwater model to simulate the surficial aquifer system in Wellington and analyze the effects of additional withdrawals and surface recharge scenarios.

Staff recommends awarding a task order to JLA Geosciences, Inc. to provide hydrogeologic consulting services for Groundwater Modeling Services at a cost of \$43,320.00.

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 Water Supply Improvements capital project (401-7050-536-65-04 #201848).

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to approve a task order to JLA Geosciences, Inc. to provide

File #: 17-1537, Version: 1

hydrogeologic consulting services for Groundwater Modeling Services at a cost of \$43,320.00.

October 2, 2017

via Electronic Mail

Shannon R. LaRocque, P.E.
Utility Director, Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

RE: ***Proposal for Groundwater Modeling Services for the Village of Wellington - Model Development and Preliminary Consumptive Use Evaluation (Phase I)***

Dear Shannon:

JLA Geosciences, Inc. (JLA) is pleased to have the opportunity to provide groundwater modeling services to the Village of Wellington (Village) for the above referenced project. Our proposed scope of work will involve developing a calibrated MODFLOW groundwater model to simulate the surficial aquifer system (SAS) in Wellington and the surrounding area, using currently permitted water use allocations. Once calibrated, the model will be used to evaluate potential increases to Wellington's permitted public water supply allocation. The results of the modeling simulations will assist in determining areas from which additional water could be withdrawn while complying with the Regional Water Availability (RWA) rule, which prohibits a change in timing or a net increase in the monthly volume of surface water and groundwater withdrawn from the Lower East Coast Everglades Waterbodies or the North Palm Beach County/Loxahatchee River Watershed Waterbodies over that resulting from the base condition water use (defined as that allocation permitted to the user on April 1, 2006). The modeling simulations will evaluate impacts of any proposed increase in allocation on surface water (conveyance canals) and groundwater.

The following tasks identify our proposed scope of work with our associated costs for your consideration.

Task 1.0 – Development of a Calibrated MODFLOW MODEL

JLA will develop a calibrated MODFLOW model of the SAS in the vicinity of the Village. This will be accomplished by updating and refining a combination of MODFLOW models developed and applied previously by JLA and the South Florida Water Management District (SFWMD).

JLA will then develop and run simulations of future conditions, assuming an increase in allocation for the Village of Wellington of 3-4 million gallons per day (MGD) and determine where increased SAS withdrawals may occur based on the existing legal users, the RWA, and recharge using the

Diversion and Impoundment permit. The modeling performed will be consistent with the requirements of the SFWMD's Applicant Handbook for Water Use Permit Applications (AH). A simulation period of 2 years with monthly stress periods, will be performed initially, consistent with minimum modeling requirements in the AH. Simulations over longer time periods may be required to evaluate compliance with the RWA. Model simulations will provide comparisons of mass balance fluxes, water-table elevations, aquifer potentiometric heads relative to current land surface elevations, and canal stage for the various model scenarios.

(Item)	(Units)	(Rate/unit)	(Subtotal)
Prin. Hydrogeologist	200 hours	\$ 165/hr	\$ 33,000.00
Task 1.0 Subtotal			\$ 33,000.00

Task 2.0 – Water Use within the Village of Wellington Service Area

JLA will identify all permitted existing legal users of surface water and groundwater within the Village of Wellington Service Area. The results will be provided in tabular format, including the permit number, permittee, allocation, and coordinates of withdrawal facilities.

(Item)	(Units)	(Rate/unit)	(Subtotal)
Prin. Hydrogeologist	20 hours	\$ 165/hr	\$ 3,300.00
Task 2.0 Subtotal			\$ 3,300.00

Task 3.0 – Meetings

It is anticipated that JLA will attend meetings with the Village to present modeling results and to discuss potential implications for future Village operations, water use permitting and long-term planning efforts. It is anticipated that the modeling simulations will be refined once demand projections for the Village have been finalized. It is anticipated that Phase II of the project would include an updated model with refined demand projections, meetings with the SFWMD, and materials to support a modification of the consumptive use permit.

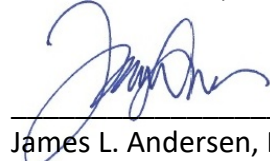
(Item)	(Units)	(Rate/unit)	(Subtotal)
Prin. Hydrogeologist	28 hours	\$ 165/hr	\$ 4,620.00
Sr. Hydrogeologist II	16 hours	\$ 150/hr	\$ 2,400.00
Task 3.0 Subtotal			\$ 7,020.00

TOTAL COST ESTIMATE			\$ 43,320.00
----------------------------	--	--	---------------------

This proposal was prepared based on the information provided to date and our understanding of the project. Work that may need to be performed over and above the tasks and associated costs described herein will not be performed without additional authorization by the Village of Wellington. It is anticipated that JLA will be prepared to discuss initial results of the model simulations within six to eight weeks of authorization to proceed.

We look forward to working with the Village on this important project. Thank you for the opportunity to provide these services to the Village of Wellington. Please call me if you have any questions.

Respectfully submitted,
JLA Geosciences, Inc.

A handwritten signature in blue ink, appearing to read 'James L. Andersen', is written over a horizontal line.

James L. Andersen, P.G.
Principal Hydrogeologist

JLA/jla



Village of Wellington

Legislation Text

File #: 17-1622, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A MARTIN COUNTY CONTRACT WITH WHARTON- SMITH, INC., FOR HEADWORKS REPAIRS AT THE WATER RECLAMATION FACILITY

REQUEST: Authorization to utilize Martin County Contract #RFB2015-2813 with Wharton- Smith, Inc., as a basis for pricing, for the headworks repairs at the Water Reclamation Facility in an amount not to exceed \$400,000.

EXPLANATION: Wastewater enters the Water Reclamation Facility at the headworks of the plant. The headworks is a two story concrete structure that has concrete flow channels with equipment to screen the untreated wastewater as the first step in the treatment process. The top of the concrete channel has deteriorated significantly due to the existence of highly aggressive gases that are common in wastewater. Due to the deterioration, the area is unsafe for the plant personnel.

The repair of the headworks is included as a component of the Water Reclamation Facility Renewal and Replacement Project (R & R Project), which is currently under design and will be bid in the first quarter of 2018. In order to repair the deteriorated area, the headworks will need to be taken out of service. This temporary interruption in the plant treatment process must be completed during the low demand season. Due to the significant deterioration, safety concerns and the critical timing of the work, staff desires to move forward with the repairs now utilizing a Martin County Water and Wastewater Treatment Plant Construction Contract (RFB2015-2813) with Wharton- Smith, Inc., as a basis for pricing.

Kimley-Horn has completed the design of the headworks repair and such design was utilized to develop a price from Wharton-Smith in accordance with the Martin County contract. Due to the critical nature of the repair, the contractor is required to staff the project continuously until the headworks are back in service, which carries a high labor cost.

On September 1, 2015, Martin County awarded contract #RFB2015-2813 effective through September 1, 2018. The contract allows for two optional one-year renewals.

Staff recommends utilizing Martin County contract #RFB2015-2813, as a basis for pricing, with Wharton-Smith, Inc., for the headworks repairs at the Water Reclamation Facility in an amount not to exceed \$400,000.

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 Water Reclamation Facility Renewal and Replacement Project (401-7050-536.65.10 Project 201721).

File #: 17-1622, Version: 1

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize Martin County Contract #RFB2015-2813 with Wharton-Smith, Inc., as a basis for pricing, for the headworks repairs at the Water Reclamation Facility in an amount not to exceed \$400,000.

**Wharton-Smith, Inc.**
CONSTRUCTION GROUP

October 10, 2017

Shannon LaRocque, P.E.
Utilities Director
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

Re: Village of Wellington WWTF, Structural Rehabilitation of Existing Headworks Structure

Ms. LaRocque:

In response to your request, Wharton Smith is please provide this proposal in order to repair structural damage of the existing headworks effluent flow splitter structure located at the Village of Wellington Wastewater Treatment Facility.

Wharton Smith has reviewed the documents provided by Kimley-Horn as well as performed a visual inspection of the locations where work is to be performed. Accordingly, we conclude the scope of services to generally include:

Headworks Effluent Flow Splitter Structure:

- Supply and install temporary emergency bypass system from the new existing 8" headworks channel drain valves to Aeration Basin No. 1
- Assist the Village with initiating the existing influent channel bypass
- Removal of approximately 2'-0" of existing damaged concrete/reinforcement as shown and be prepared to remove additional concrete/reinforcement at the discretion of the Engineer and Village
- Construction of new formwork, reinforcement, liner system to complete repairs of the effluent structure as indicated.
- The work is to proceed continuously 24-hours per day until completed once the effluent structure is removed from service.
- Perform additional liner repairs at locations indicated
- Modify existing checker plate covers and reinstall

Headworks RAS Bypass:

- Supply and install new 16" Flanged Gate Valve into existing RAS discharge line
- Excavate, dewater to locate existing below grade 16" RAS discharge and 24" Aeration discharge.
- Verify existing fittings for restraints; provide and install where required
- Supply and install 24" MJ Gate Valve, 24"x16" MJ Tee, 16" MJ Tee along with 16" Flanged piping above grade to construct the 16" Bypass from the RAS discharge to the 24" Aeration discharge.
- Backfill, compact and restore area to original conditions.

Wharton Smith is prepared to supply all labor, materials and equipment to perform the work as outlined and as indicated in the referenced documents for the lump sum price of **\$374,824.00**

Wharton Smith agrees to achieve project Substantial Completion with 60 calendar days and Final Completion within 90 calendar days from Notice-To-Proceed as defined under the agreement. Furthermore, it is agreed that Wharton Smith will be liable to pay Liquidated Damages in the amount of \$2,000.00 per calendar day for each day beyond the specified durations in the event that completion is not achieved.

We appreciate being given the opportunity to assist the Village of Wellington with this important project.

Respectfully,

Gregory L. Williams
South Florida – Water/Wastewater Division Manager

125 W Indiantown Road, Suite 201, Jupiter, FL 33458 | Phone: (561) 748-5956 | Fax: (561) 748-5958



COST PROPOSAL

Wellington WWTP Headworks Repairs

PROPOSAL SUMMARY

Revision 00

#	DESCRIPTION	NOTES
1	Furnish all necessary labor, materials, tools, equipment and supervision required to repair	
2	sturctural damage to the effluent flow splitter structure and installation of a by-pass system for	
3	the raw influent wastewater and return activated sludge piping.	
4		
5		
6		
7		
8		
9		
10	The duration for the work outlined in this proposal is 60 calendar days.	
11	The Contract Time Extension due to this <u>Change Order</u> is <u>TO BE DETERMINED</u> calendar days.	
12	MATERIALS	TOTAL
13	From Page 2	\$ 59,789.07
14	Tax 7.00% \$ 4,185.23	\$ 63,974.30
15	Markup 10.0% \$ 6,397.43	\$ 70,371.74
16		\$ 70,371.74
17		
18	LABOR	TOTAL
19	From Page 3 2029.48	\$ 152,974.13
20	Markup 10.0% \$ 15,297.41	\$ 168,271.54
21		\$ 168,271.54
22		
23	TOOLS & EQUIPMENT	TOTAL
24	From Page 4	\$ 40,569.20
25	Tax 7.00% \$ 2,839.84	\$ 43,409.04
26	Markup 10.0% \$ 4,340.90	\$ 47,749.95
27		\$ 47,749.95
28		
29	SUBCONTRACTS	TOTAL
30	From Page 5	\$ 76,675.00
31		\$ -
32		
33		
34	Subtotal	\$ 76,675.00
35	Markup 10.0% \$ 7,667.50	\$ 84,342.50
36		\$ 84,342.50
37		
38	OTHER	TOTAL
40	Insurance 0.45% M + L + T&E + S	\$ 1,668.31
41	Bond 0.55% M + L + T&E + S	\$ 2,048.22
42	Subtotal	\$ 3,716.53
43	Markup 10.0% \$ 3,716.53	\$ 371.65
44		\$ 4,088.19
45		
46	FINAL QUOTE TOTAL	TOTAL
47		\$ 374,824.00
48		
49		\$ 374,824.00



COST PROPOSAL

Wellington WWTP Headworks Repairs

MATERIAL ESTIMATE

Revision 00

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	Ferguson		1	LS	\$ 58,056.57	\$ 58,056.57	Quote
2	Concrete		6	CY	\$ 195.00	\$ 1,170.00	Estimate
3	Rebar		1	TON	\$ 975.00	\$ 487.50	Estimate
4	Grout Mix (50-lb bag)		5	Bags	\$ 15.00	\$ 75.00	Estimate
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ 59,789.07	
40					\$	59,789.07	

Deliver To: From: Gary Morgan Comments:

11:38:54 OCT 05 2017

Page 1 of 2

FEI-POMPANO BEACH, FL WW #125

Price Quotation

Phone: 561-844-3222

Fax: 561-848-7001

Bid No: B343604
Bid Date: 08/28/17
Quoted By: GM

Cust Phone: 407-321-8410
Terms: 2% 10TH NET 25TH

Customer: WHARTON-SMITH INC
 PO BOX 471028
 750 COUNTY ROAD 15
 LAKE MONROE, FL 32747-1028

Ship To: WHARTON-SMITH INC
 PO BOX 471028
 750 COUNTY ROAD 15
 LAKE MONROE, FL 32747-1028

Cust PO#: WELLINGTON

Job Name: WWTP HEADWORKS REP.

Item	Description	Quantity	Net Price	UM	Total
	=====				
	WELLINGTON WWTP HEADWORKS REPAIR				

	CONFIRM LENGTHS & NOTES ON PLANS. SOME NOTES DO NOT MATCH WHAT IS SHOWN.				
	=====				

	YARD, C-04 --				
MJLSP4LA16	16 MJ C153 P-401 LONG SLV L/A	1	641.500	EA	641.50
MJTP4LA16	16 MJ C153 P-401 TEE L/A	1	1031.430	EA	1031.43
FPPP416X	16X8'0 FLGXPE P-401 BT DI SPL	2	1394.300	EA	2788.60
F9P416	16 DI 125# FLG P-401 90 BEND	1	1085.800	EA	1085.80
FFPP416P	16X4'0 FLGXFLG P-401 BT DI SPL	1	1068.600	EA	1068.60
F4P416	16 DI 125# FLG P-401 45 BEND	1	911.500	EA	911.50
	VERIFY ACTUAL FITTING NEEDED				
AFC2516FFOLHW	16 FLG RW OL GATE VLV W/ H/WHL ZN	1	5644.300	EA	5644.30
FFPP416156	16X15'6 FLGXFLG P-401 BT DI SPL	1	2708.600	EA	2708.60
FEL916	16 FLG EPOX 90 BEND	1	1285.800	EA	1285.80
	2" TAP AT 'R'				
MJTP4LA2416	24X16 MJ C153 P-401 TEE L/A	1	2008.600	EA	2008.60
AFC2524MMLAOLBG	24 DI MJ RW OL GATE VLV L/A W/ BG	1	19876.900	EA	19876.90
SP-PPPP4248	24" X 8'0 PE X PE P401 DIP	1	1891.500	EA	1891.50
D461SS	2PC SC CI VLV BX 19-22 SWR	1	116.000	EA	116.00
PS41110	4 FT GATE VLV STEM EXT W/ C/PLT	1	83.700	EA	83.70
BVTM	3 BRS VLV ID TAG	1	20.000	EA	20.00
DS46NKP	2X4 S40 316L WLD NIP TBE	1	11.900	EA	11.90
FNW200AK	2 SS 1000# THRD 2PC FP BV LL	1	147.300	EA	147.30
AD025K	2 SEWAGE COMB AIR RELEASE VLV	1	1180.800	EA	1180.80
E1116DEC	16 MEGALUG EBAASEAL ACCY PKG F/ DI	6	209.900	EA	1259.40
E1124DEC	24 MEGALUG EBAASEAL ACCY PKG F/ DI	4	475.400	EA	1901.60
SSFAP16	16 SS FLG ACC PKG	7	129.200	EA	904.40
	SUBTOTAL				46568.23

	DISCHARGE VLV, C-04 --				
	(CONFIRM EXISTING FLG?)				
SP-E211600ESS16	16 EPOX MEGA FL W/ 316 SS BOLT	1	1400.000	EA	1400.00
AFC2516FFOLHW	16 FLG RW OL GATE VLV W/ H/WHL ZN	1	5644.300	EA	5644.30
SSFAP16	16 SS FLG ACC PKG	1	129.200	EA	129.20

FEI-POMPANO BEACH, FL WW #125
Price Quotation

Fax: 561-848-7001

11:38:54 OCT 05 2017

Reference No: B343604

Item	Description	Quantity	Net Price	UM	Total
	SUBTOTAL				7173.50

	TEMP BYPASS, HW-02 --				
FFPXX	8X8'0 FLGXFLG CL BT DI SPL	1	520.000	EA	520.00
F9X	8 DI 125# C110 FLG 90 BEND	1	174.500	EA	174.50
CFXU	8X6 DI C110 THRD COMP FLG F/ STL	1	176.500	EA	176.50
DG600FAL	6 ALUM MALE ADPT X MALE NPT	1	40.100	EA	40.10
DG600DCAL	6 ALUM DUST CAP	1	52.400	EA	52.40
FNWNBGZ1RF8X	8 ZN 150# RR FF 1/8 FLG PKG	3	21.700	EA	65.10
	SUBTOTAL				1028.60
Net Total:					\$54770.33
Tax:					\$3286.24
Freight:					\$0.00
Total:					\$58056.57

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



COST PROPOSAL

Wellington WWTP Headworks Repairs

LABOR ESTIMATE

Revision 00

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Project Superintendent	538		\$ 85.00		\$ 45,730.00	\$ -	\$ 45,730.00	2 Supers
2	Foreman	365		\$ 55.00		\$ 20,075.00	\$ -	\$ 20,075.00	1 Foreman
3	Heavy Equipment Operator	232		\$ 50.00		\$ 11,600.00	\$ -	\$ 11,600.00	
4	Gen Laborers (3 man)	193		\$ 90.00		\$ 17,360.00	\$ -	\$ 17,360.00	
5	Gen Laborers (2 man)	379		\$ 60.00		\$ 22,759.13	\$ -	\$ 22,759.13	
6					\$ -	\$ -	\$ -	\$ -	
7					\$ -	\$ -	\$ -	\$ -	
8					\$ -	\$ -	\$ -	\$ -	
9					\$ -	\$ -	\$ -	\$ -	
10					\$ -	\$ -	\$ -	\$ -	
11					\$ -	\$ -	\$ -	\$ -	
12					\$ -	\$ -	\$ -	\$ -	
13					\$ -	\$ -	\$ -	\$ -	
14					\$ -	\$ -	\$ -	\$ -	
15		1707.2	0.0			\$ 117,524.13	\$ -		
16		1707						\$ 117,524.13	
17									
18	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
19	Project Manager			322		\$ 110.00		\$ 35,450.00	
20				322				\$ 35,450.00	
21									
22	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
23	Manhours	1,707	0.0	322		2,029	\$ 75.38	\$ 152,974.13	
24						2,029			
25							\$	152,974.13	
26									

Labor Breakdown				Hours							
	Quantity	Unit	Duration (Days)	Project Manager	Superintendent	Foreman	Heavy Equipment Operator	Gen Laborers (3 man)	Gen Laborers (2 man)		Totals
GC's and Coordination			60	322	538	0					860
Headworks Effluent Boxes						365					365
Clean/disinfect box channels			2								0
Construct work platforms inside box channels			2				16				16
Demo existing concrete walls (2'-0")			3								0
Reconstruct concrete walls (2'-0")			5						75		75
Modify existing checker plate covers; add angle brackets			2						32		32
Install emergency bypass system			2				16	32	16		64
RAS Bypass											0
Cut existing 16" Flg DIP; install new 16" GV and Sleeve			2				16	17	32		65
Excavate & locate existing 16" RAS.			2				16	17	32		65
Install 16" MJ Tee and restraints on existing joints			3				24	16	32		72
Install 16" DIP riser pipe and backfill/compact			2				16	32	64		112
Excavate & locate existing 24" RAS; Install 24" GV, 24x26 MJ Tee and restraints			5				80	80			160
Install 16" DIP riser pipe and backfill/compact			2				16		32		48
Install 16" Flg bypass line and support; connect to 16" risers on both ends			2				16		32		48
Site Work											0
Clean up & restoration			5				16		32		48
											0
											0
				322	538	365	232	193	379	0	2029



COST PROPOSAL

Wellington WWTP Headworks Repairs

EQUIPMENT ESTIMATE

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 152,974		4%	\$ 6,118.97	
2	Consumables	\$1.00 / Labor Hr	2,029.5		\$ 1.00	\$ 2,029.48	
3	Hotel & Per Diem	3 rooms for 7 days	21		\$ 250.00	\$ 5,250.00	
4						\$ 13,398.45	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck		0.0	Day	\$ 43.50	\$ -	
8	Compactor		5.0	Day	\$ 350.00	\$ 1,750.00	
9	Backhoe/Loader		15.0	Day	\$ 465.00	\$ 6,975.00	
10	Manlift			Day	\$ 450.00	\$ -	
11	Generator			Day	\$ 68.50	\$ -	
12						\$ 8,725.00	
13							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
15	Welder		2.00	Day	\$ 74.80	\$ 149.60	
16	Dewatering System		15.00	Day	\$ 245.00	\$ 3,675.00	
17	Trench Box		15.00	Day	\$ 175.00	\$ 2,625.00	
18	Vac Truck		2.00	Day	\$ 575.00	\$ 1,150.00	
19	Backhoe			Day	\$ 465.00	\$ -	
20	Concrete Pump		1.00	Day	\$ 960.00	\$ 960.00	
21	Excavator		15.00	Day	\$ 465.00	\$ 6,975.00	
22	150 Ton Crane			Day	\$ 3,500.00	\$ -	
23	Core Drill			Day	\$ 85.00	\$ -	
24						\$ 15,534.60	
25							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
27	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ 24,259.60	\$ 2,911.15	
28						\$ 2,911.15	
29							
30							
31	EQUIPMENT SUBTOTAL					TOTAL	
32						\$ 40,569.20	
33							
34					\$	40,569.20	



COST PROPOSAL

Wellington WWTP Headworks Repairs

SUBCONTRACT ESTIMATE

Revision 00

#	SUBCONTRACTOR	SCOPE	INV	TOTAL	NOTES
1	PCI	Supply & install T-Lok Liner system		\$ 64,550.00	
2	United Rentals	By Pass Pump System		\$ 12,125.00	
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 76,675.00	
40				\$ 76,675.00	



**1222 Camp Avenue
Mount Dora, FL 32757**

Proposal

Date	Proposal #
8/30/2017	19583

Wharton Smith, Inc.
750 Monroe Rd
Sanford, FL 32771

Payment terms are Net 30. All invoices over 30 days are subject to finance charges at 1.5% per month calculated from the invoice date.
Sales tax on sales within Florida is collected unless we receive a current Florida Annual Resale Certificate for Sales Tax.
A 3.7 % surcharge will be added to all credit card transactions.

A 3.0% surcharge will be added to all credit card transactions.					
P.O. No.	Terms	PCI Job # or Name		Customer Project	
	Net 30	19583 Wellington Emergency Headworks			
Description		Qty	U/M	Cost	Total
Ameron Arrow Lock applied to three different openings in Head Words after Wharton Smith has completed the concrete restoration					0.00T
Structure number 1					
Ameron Arrow Lock applied to first opening which is 3.5' x 4.0' x 4' 90 sq.ft.)		90		135.00	12,150.00T
Field seams welded and tested per Ameron T-Lock specifications welding four corners 2' high each (8')		8		50.00	400.00
Field seams welded and tested per Ameron T-Lock specifications 23 lineal feet		23		50.00	1,150.00
Ameron Arrow Lock folded over the top of the new concrete (the mastic will bond to the new concrete and the Arrow Lock will be rolled using pressure into the new concrete (new concrete approximately 1' wide (14 sq.ft.)		14		150.00	2,100.00T
Field seams welded and tested per Ameron T-Lock specifications (4 lineal feet		4		50.00	200.00
Structure Number 2					
ALL PROPOSALS ARE HONORED FOR 30 DAYS from the date on this proposal.				Total	

Phone #	Fax #	E-mail
(352) 383-01...	(352) 383-0285	Jim@PlasticComposites.com

Signature: _____

Date: _____

Please sign and fax back to 352-383-0285.



**1222 Camp Avenue
Mount Dora, FL 32757**

Proposal

Date	Proposal #
8/30/2017	19583

Wharton Smith, Inc.
750 Monroe Rd
Sanford, FL 32771

Payment terms are Net 30. All invoices over 30 days are subject to finance charges at 1.5% per month calculated from the invoice date.

Sales tax on sales within Florida is collected unless we receive a current Florida Annual Resale Certificate for Sales Tax.

A 3.7 % surcharge will be added to all credit card transactions.

* 1% Savings will be added to all credit card transactions.					
P.O. No.	Terms	PCI Job # or Name		Customer Project	
	Net 30	19583 Wellington Emergency Headworks			
Description		Qty	U/M	Cost	Total
Ameron Arrow Lock applied to first opening which is 3 5' x 4.0' x 4' (90 00 sq.ft)		90		150.00	13,500.00T
Field seams welded and tested per Ameron T-Lock specifications welding four corners 2' high each (8')		8		50.00	400.00
Field seams welded and tested per Ameron T-Lock specifications welding four corners 2' high each (8')		8		50.00	400.00
Ameron Arrow Lock folded over the top of the new concrete (the mastic will bond to the new concrete and the Arrow Lock will be rolled using pressure into the new concrete (new concrete approximately 1' wide (14 sq ft)		14		150.00	2,100.00T
Field seams welded and tested per Ameron T-Lock specifications (4 lineal feet		4		50.00	200.00
Structure number 3					
Ameron Arrow Lock applied to first opening which is 3.5' x 5.75' x 4' (125 sq.ft.)		125		150.00	18,750.00T
Field seams welded and tested per Ameron T-Lock specifications welding four corners 2' high each (8')		8		50.00	400.00
ALL PROPOSALS ARE HONORED FOR 30 DAYS from the date on this proposal.			Total		

Phone #	Fax #	E-mail	Signature: _____
(352) 383-01...	(352) 383-0285	Jim@PlasticComposites.com	Date: _____
			Please sign and fax back to 352-383-0285.



**1222 Camp Avenue
Mount Dora, FL 32757**

Proposal

Date	Proposal #
8/30/2017	19583

Wharton Smith, Inc.
750 Monroe Rd
Sanford, FL 32771

Payment terms are Net 30. All invoices over 30 days are subject to finance charges at 1.5% per month calculated from the invoice date.

Sales tax on sales within Florida is collected unless we receive a current Florida Annual Resale Certificate for Sales Tax.

A 3.7 % surcharge will be added to all credit card transactions.

P.O. No.	Terms	PCI Job # or Name	Customer Project		
	Net 30	19583 Wellington Emergency Headworks			
Description		Qty	U/M	Cost	Total
Field seams welded and tested per Ameron T-Lock specifications 30 lineal feet		30		50.00	1,500.00
Ameron Arrow Lock folded over the top of the new concrete (the mastic will bond to the new concrete and the Arrow Lock will be rolled using pressure into the new concrete (new concrete approximately 1' wide (19 sq.ft.)		19		150.00	2,850.00T
Field seams welded and tested per Ameron T-Lock specifications (4 lineal feet		4		50.00	200.00
Mobilization/Demobilization each opening in the tank will take two days to complete we are estimating three mobilization each mobilization will be		3		2,750.00	8,250.00
Quote is based on Plastic Composites, Inc standard insurance coverage All billings are paid 30 Day net, we will not do sign contracts that are "paid when get paid" Retainage is paid no later than 90 days after our scope of work is completed All application will be done from inside the trough the structure is estimated to be 7' high. Higher that 7' we need to re-structure the quote					
ALL PROPOSALS ARE HONORED FOR 30 DAYS from the date on this proposal.			Total		

Phone #	Fax #	E-mail	Signature: _____
(352) 383-01...	(352) 383-0285	Jim@PlasticComposites.com	Date: _____
			Please sign and fax back to 352-383-0285.



Proposal

**1222 Camp Avenue
Mount Dora, FL 32757**

Date	Proposal #
8/30/2017	19583

Wharton Smith, Inc.
750 Monroe Rd
Sanford, FL 32771

Payment terms are Net 30. All invoices over 30 days are subject to finance charges at 1.5% per month calculated from the invoice date.
Sales tax on sales within Florida is collected unless we receive a current Florida Annual Resale Certificate for Sales Tax.
A 3.7 % surcharge will be added to all credit card transactions.

P.O. No.	Terms	PCI Job # or Name	Customer Project		
	Net 30	19583 Wellington Emergency Headworks			
Description	Qty	U/M	Cost	Total	
We have used Plastic Composites, Inc standard labor rates, not Davis Bacon or prevailing wage rates All work to be completed during standard working hours, we have not quoted night work wages Plastic Composites, Inc. is a non union company and will not for the purposed of this project align our company with any union Acceptance of the project will be based on availability of crew (s) at the time of award Changes to the scope will result in re-evaluation of the quote as presented. Sales Tax			0.00%	0.00	
ALL PROPOSALS ARE HONORED FOR 30 DAYS from the date on this proposal.			Total	\$64,550.00	
www.PlasticComposites.com		Signature: _____ Date: _____ Please sign and fax back to 352-383-0285.			
Phone #	Fax #				E-mail
(352) 383-01...	(352) 383-0285				Jim@PlasticComposites.com



Wellington Council Meeting - October 24, 2017

BRANCH I39
280 NW 12TH AVE.
POMPANO BEACH FL 33069
954-532-3732
954-532-2979 FAX

Job Site

WELLINGTON HEADWORKS
TBD
X:X@X
WELLINGTON FL 33411
Office: 813-288-0068 Cell: 123-456-7889

WHARTON SMITH INC-HWY TECH C#
PO BOX 471028
LAKE MONROE FL 32747-1028

RENTAL RESERVATION

150905087

Customer # : 818423
Reserved Date : 10/06/17
Scheduled Out : 10/16/17 09:00 AM
Estimated In : 11/13/17 09:00 AM
UR Job Loc : TBD, WELLINGTON
UR Job # : 71
Customer Job ID:
P.O. # : TBD
Ordered By : JAMES M. CONTINO
Written By : DEMI DANOWIT
Salesperson : HOUSE ACCOUNT

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
2	5203008	PUMP 8" SUPER VAC ASSIST - DIESEL 8" FEMALE BAUER X 8" MALE BAUER MAX FLOW 4,500	450.00	450.00	900.00	2700.00	5,400.00
16	538/2930	HOSE 8X20 RUBBER SUCTION - QC 50' SUCTION HOSE 200' DISCHARGE HOSE	30.00	30.00	60.00	180.00	2,880.00
4	538/1930	HOSE 8X10 RUBBER SUCTION - QC FOR SUCTION HOSE	25.00	25.00	50.00	150.00	600.00
4	523/1508	8" CHECK VALVE	50.00	50.00	100.00	300.00	1,200.00
2	545/1103	Y'S	20.00	20.00	40.00	120.00	240.00
1	545/6901	FLOAT SWITCH DUEL FLOATS	12.00	12.00	24.00	71.00	71.00
1	5231010	WIRELESS TELEMETRY MESSENGER SYSTEM CALL BOX	76.00	76.00	152.00	456.00	456.00

Rental Subtotal: 10,847.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 70.200	EACH	70.20
1	DELIVERY CHARGE	225.000	EACH	225.00
1	PICKUP CHARGE	225.000	EACH	225.00

Sales/Misc Subtotal: 520.20

Agreement Subtotal: 11,367.20

Tax: 760.20

Estimated Total: 12,127.40

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



**AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

THIS AGREEMENT, effective this 1st day of September in the year, 2015, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Wharton-Smith, Inc.
(hereinafter CONTRACTOR) 750 Monroe Road
Sanford, FL 32771

Contract Name: Water & Wastewater Treatment Plant Construction

Contract Number: RFB2015-2813

Total Contract Value: \$5,000,000.00 (to all vendors combined over 5 years)

Contract Term: Three (3) years plus two optional 1-year renewals

INDEX

Article 1:	Definitions
Article 2:	Work/Preliminary Requirements
Article 3:	Contract Price
Article 4:	Contractor Responsibilities
Article 5:	Payment
Article 6:	Time of Performance
Article 7:	Liquidated Damages
Article 8:	Claims for Additional Time
Article 9:	Site Conditions
Article 10:	Indemnification
Article 11:	Termination
Article 12:	Suspension of Work
Article 13:	Changes in the Work
Article 14:	Materials, Equipment and Workmanship; Substitutions
Article 15:	Compliance
Article 16:	Non-Discrimination
Article 17:	Defective Work
Article 18:	Bonds and Insurance
Article 19:	Performance Guarantee and Warranty
Article 20:	Shop Drawings, Product Data and Samples
Article 21:	Safety
Article 22:	Protection of Work and Property
Article 23:	Utility Coordination
Article 24:	Hazardous materials
Article 25:	Audit
Article 26:	Public Records
Article 27:	Assignment
Article 28:	Attorney's Fees and Costs
Article 29:	Notices
Article 30:	Resolution of Claims and Disputes
Article 31:	Miscellaneous
Exhibit A:	Sample Work Order
Exhibit B:	Contractor's Unit Price Bid

ARTICLE 1 DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*

- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.”.

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

18. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of “A-” or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for on the basis of R.S. Means unit prices with discount indicated in CONTRACTOR’s bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY’s request for proposal, by which COUNTY accepts CONTRACTOR’s proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2 WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

- a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and
- b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3 CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of

the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Order and also at the completion of the Project and before receipt of Final Payment, a DVD

video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over \$200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18. The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5 PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over \$200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at \$200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under \$200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of

CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of “Fifty Percent Completion” of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY’S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer’s observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER’S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer’s knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to CONTRACTOR’S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer’s responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

- a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling COUNTY to a set-off against the amount recommended.
 - d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;
2. if the Work for which payment is requested cannot be verified;
 3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;
 4. if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;
 6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;
 7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.
 8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6 TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial

Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.
2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.
3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
4. All painting shall be completed; all signs installed.
5. All floors, glass and metal Work shall be cleaned.
6. All finish hardware shall be installed, and all doors shall be in good Working order.
7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.
8. All operations and maintenance manuals for all equipment shall have been submitted.
9. Manufacturers certifications and warranties shall be delivered to COUNTY.
10. All operations and maintenance training related literature, software and back-up disks have been provided.
11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.
12. All air and water balancing reports shall have been submitted.
13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life,

safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.
2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.
3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.
4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.
5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punchlist to be 100% complete.
6. CONTRACTOR agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by COUNTY.

7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.
8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.
9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part

of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

**ARTICLE 7
LIQUIDATED DAMAGES**

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8

CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;
2. Dates of commencement and cessation of the delay or change in the Work;
3. Activities on the current progress schedule affected by the delay or change in the Work;
4. Identification and demonstration that the delay or change in Work affects the critical path;
5. Identification of the source of delay or change in the Work;
6. Anticipated extent of the delay or change in the Work; and
7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be

made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. performs Work that does not conform to Work Order requirements;
5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;
6. abandons or refuses to proceed with any or all Work; or
7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
2. accept assignment of subcontracts pursuant to this Agreement; and
3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
5. set off any and all such completion costs against any monies then due or to

become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY, give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12 SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving

extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
- D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR

shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture

or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15 COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18 BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at

\$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability policies required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

\$500,000	each accident
\$500,000	disease - policy limit
\$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, \$2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of

Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19

PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21 SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall

govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22 PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23 UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24 HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25 AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26 PUBLIC RECORDS

The CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement and shall provide access to public records in accordance with Section 119.0701, Florida Statutes.

ARTICLE 27 ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28 ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30 RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31 MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

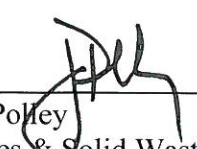
31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

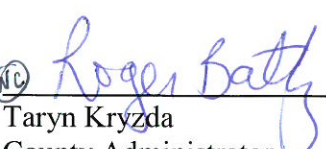
31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY


John Polley
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

 9-21-15
Taryn Kryzda
County Administrator

WHARTON-SMITH, INC.

Ronald F. Davoli

Ronald F. Davoli
President/CEO

NOTARY FOR THE CONTRACTOR

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 3rd day of September, 2015,
by Ronald F. Davoli, to me known to be the person who
signed the foregoing instrument or produced _____ as identification.

WITNESS my hand and official seal this 3rd day of September, 2015.

Judy J. Peterson
Notary Public

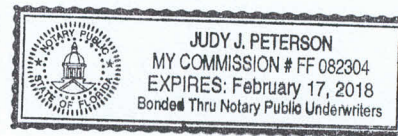


EXHIBIT A
SAMPLE WORK ORDER

RFB

ENTER CONTRACT NAME HERE (I.E. GENERAL CONTRACTING SERVICES)
WORK ORDER NO. _____

Pursuant to that certain Contract (“**Contract**”) between Martin County (“**County**”) and _____ (“**Contractor**”) dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit “A”, under the terms and conditions and at a cost of \$_____ all as more specifically described in Exhibit “A”, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: _____ calendar days

Final Completion Time: _____ calendar days

Liquidated Damages: _____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20____.

CONTRACTOR COMPANY NAME

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Name & Title

Department Director Name/Title

A Payment & Performance Bond for all jobs over \$200,000 is required to be recorded with the Martin County Clerk of the Circuit Court before commencement of work per F.S. 255.05



RFB#2015-2813
WATER & WASTEWATER PLANT CONSTRUCTION

Description	Unit	Cost
Project Superintendent	HR	85.00
Project Manager	HR	110.00
Forman	HR	55.00
General Laborer (1 man crew)	HR	30.00
General Laborers (2 man crew)	HR	100.00
General Laborers (3 man crew)	HR	90.00
Electrical Control Programmer	HR	130.00
Electrician	HR	55.00
Mason	HR	45.00
Mechanic	HR	605.00
Heavy Equipment Operator	HR	50.00
Administrative/Clerical	HR	22.00
Material Markup	%	10%

INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement.

Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

Wharton-Smith, Inc.	407-321-8410
Company Name	Telephone
Ronald F. Davoli	407-320-1779
Authorized Contract Signature Name	Fax
President/CEO	59-2392802
Title	Federal Employer ID#
750 Monroe Road	rdavoli@whartonsmith.com
Street Address	E-mail Address
Sanford, FL 32771	
City, State, Zip	Authorized Signature Ronald F. Davoli, President/CEO

October 13, 2017

Ms. Shannon LaRocque, P.E.
Villages of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414

Re: Wellington WWTP Headworks Repair Contract Agreement

Dear Ms. LaRocque:

This letter is to affirm the use of the Martin County Contract (RFB2015-2813) as a “piggyback” agreement, the terms and conditions of said Agreement are extended to the above referenced project, with the exception of the following provision:

Article 30 RESOLUTION OF CLAIMS AND DISPUTES 30.3 “The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in way connected with this Agreement.”

The aforementioned provision is hereby omitted; this letter shall be incorporated into the Agreement by reference. Should you have any questions concerning this matter, please contact the undersigned.

Respectfully,



Gregory L. Williams
Division Manager – S. Florida Water/Wastewater



Village of Wellington

Legislation Text

File #: 17-1624, **Version:** 1

ITEM: APPROVE WELLINGTON WIZARDS RUGBY CLUB AS A RECOGNIZED SPORTS PROVIDER

REQUEST: Approve Wellington Wizards Rugby Club as a Recognized Sports Provider.

EXPLANATION: The Wellington Wizards Rugby Club has requested to be considered as a Recognized Sports Provider for the Village of Wellington. They were initially granted permission to use Village facilities on a probationary basis. Since that time, they have satisfied all of the requirements of the Recognized Sports Provider Agreement and have cooperated well with staff. They presented their request according to procedure to the Parks and Recreation Advisory Board who are recommending the Village Council approve their request to become a Wellington Recognized Sports Provider.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approve Wellington Wizards Rugby Club as a Recognized Sports Provider.

**WELLINGTON
PARKS & RECREATION ADVISORY BOARD MEETING
SEPTEMBER 19, 2017 - 7:00 PM
WELLINGTON CITY HALL**

MINUTES

Members Present: Sam Falzone, Maryjo Shockley, Brian Buckstein, William Flack, Anthony Forgione, Richard Christmas
Members Absent: Jason Weiss
Village Staff: Bruce DeLaney, Daryl Boyd

I. Call to Order/Opening Comments

The meeting was called to order at 7:05pm. Mr. Weiss was the only member absent.

II. Pledge of Allegiance

Dr. Falzone led the Pledge of Allegiance.

III. Approval of Agenda

Ms. Shockley made a motion to approve the agenda and Mr. Forgione gave the second. The minutes were approved 6-0.

IV. Approval of Minutes

A. June 5, 2017

Mr. Flack made a motion to approve the minutes as submitted and Ms. Shockley gave the second. The minutes were approved 6-0.

V. Presentation

VI. Staff Updates

Mr. DeLaney gave an update on the status of Parks and Recreation facilities after the hurricane including damage incurred and program status. He explained that although the facilities had sustained some damage it was relatively minor and all programs were back up and running at this time. The remaining facility issue is a lighting problem at a portion of Olympia Park.

VII. Old Business

VIII. New Business

A. Consider Wellington Wizards Rugby as Recognized Sports Provider

Mr. DeLaney explained that the Wellington Wizards Rugby Club had been at previous meeting to present their program and were granted a probationary period as a sports provider. He indicated that the trial period has gone well with great cooperation between the staff and the club. The club

has provided the necessary items as required by the Sports Provider Agreement. He added that the staff is satisfied with the performance thus far and has no problem recommending granting recognized sports provider status to the Wizards. He further explained that if the board agrees, they would be making a recommendation to Council for the approval.

Mr. Flack made a motion to approve and recommend to the Village Council to approve the Wellington Wizards Rugby Club as a Wellington Recognized Sports Provider. Mr. Forgione gave the second and the motion passed 6-0.

IX. Public Comment

X. Board Comments

Ms. Shockley asked for an update on the sales tax projects. Mr. DeLaney explained that some projects were being discussed and some preliminary proposals have been developed and would be presented to Council in the near future.

Dr. Falzone asked about the possibility of a more educational meeting concerning the role of the board as the citizen oversight committee and Mr. DeLaney said he would check on the possibility.

Ms. Shockley asked that the board be notified when any projects are being presented to the Council.

Mr. Flack asked if there were any plans for Community Park and Mr. DeLaney confirmed there had been some ideas and discussions about improvements to that park.

Mr. Forgione congratulated the Wizards and is excited to have Rugby officially in Wellington. He also commended the staff for the work they do and for getting the facilities and programs back up and running so quickly.

Mr. Christmas also commended the staff all around the Village for working so hard to get back to normal.

Mr. Buckstein also complimented the staff on great work.

Mr. Flack congratulated the staff and also welcomed the Wizards.

XI. Adjournment

The meeting was adjourned at 7:25pm.

Chairperson



Legislation Text

File #: 17-1657, **Version:** 1

ITEM: RESOLUTION NO. R2017-54 (AUTHORIZING EXECUTION OF THE 1ST AMENDMENT TO INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY - HOMELESS RESOURCE CENTER)

A RESOLUTION OF WELLINGTON'S COUNCIL AUTHORIZING THE MAYOR OR VICE MAYOR AND THE VILLAGE CLERK TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO REFER AND TRANSPORT HOMELESS INDIVIDUALS TO THE HOMELESS RESOURCE CENTER, AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2017-54 authorizing the Mayor or Vice Mayor to execute the 1st Amendment to Interlocal Agreement with Palm Beach County (Homeless Resource Center) in the form attached as Exhibit A.

EXPLANATION: Palm Beach County has established a Homeless Resource Center for the referral of the County's homeless population to a central facility supporting organizations, services and programs that will help end the cycle of homelessness. Palm Beach County and the Village of Wellington have determined it to be beneficial to both parties for the Village to be able to refer and transport homeless individuals to the Homeless Resource Center. On May 22, 2012, the Village entered into an Interlocal Agreement with Palm Beach County. The agreement authorizes the Village to utilize the Homeless Resource Center in a manner that conforms to both the operational understanding and expectations established by the Interlocal Agreement and the practices endorsed by the Palm Beach County Law Enforcement Planning Council. The Interlocal Agreement was for a term of five years with three successive five year terms. The original Interlocal Agreement term has expired. The 1st Amendment to Interlocal Agreement exercises the first of the three five year terms which would expire on May 21, 2022.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2017-54 authorizing the Mayor or Vice Mayor to execute the 1st Amendment to Interlocal Agreement with Palm Beach County (Homeless Resource Center) in the form attached as Exhibit A.

RESOLUTION NO. R2017- 54

**A RESOLUTION OF WELLINGTON'S COUNCIL
AUTHORIZING THE MAYOR OR VICE MAYOR AND THE
VILLAGE CLERK TO EXECUTE THE FIRST AMENDMENT
TO INTERLOCAL AGREEMENT WITH PALM BEACH
COUNTY TO REFER AND TRANSPORT HOMELESS
INDIVIDUALS TO THE HOMELESS RESOURCE CENTER,
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, On May 22, 2012, the Village entered into an Interlocal Agreement with Palm Beach County for the Village to refer and transport homeless individuals to the Homeless Resource Center; and

WHEREAS, the Agreement authorizes the Village to utilize the Homeless Resource Center in a manner that conforms to both the operational understanding and expectations established and the practices endorsed by the Palm Beach County Law Enforcement Council; and

WHEREAS, the Agreement was for a term of five years with three successive five year terms which expired on May 21, 2017; and

WHEREAS, the First Amendment to Interlocal Agreement exercises the first of three, five year terms which would expire on May 21, 2022;

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

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

SECTION 2. The Wellington Council hereby adopts this Resolution approving the First Amendment to Interlocal Agreement with Palm Beach County for referring and transporting homeless individuals to the Homeless Resource Center, and authorizing the Mayor or Vice Mayor to execute the First Amendment to Agreement in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED this _____ day of _____, 2017.

ATTEST:

WELLINGTON

By: _____
Chevelle D. Nubin, Village Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Village Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement dated May 22, 2012 (the “Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Village of Wellington, a municipal corporation of the State of Florida (“Village”).

WHEREAS, the Agreement provides the protocol by which the Village refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the Village have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Village agree as follows:

1. The term of the Agreement is renewed beginning on May 22, 2017, and continuing through May 21, 2022, pursuant to the exercise of the first of three (3), five (5) year renewal options.

2. Section 15 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

3. The Agreement is hereby modified to add the following:

SECTION 17: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Village.

4. The Agreement is hereby modified to add the following:

SECTION 18: NON-DISCRIMINATION

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

The Village has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if the Village does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Village will conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Village and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
FDO Fiscal Officer

By: _____
Director, Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

VILLAGE CLERK

VILLAGE OF WELLINGTON, a municipal corporation of the State of Florida

By: _____
Chevelle D. Dubin, MMC, Village Clerk

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Village Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into May 22, 2012, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Village of Wellington, a municipal corporation of the State of Florida ("Village").

WITNESSETH

WHEREAS, the County has established a Homeless Resource Center ("HRC") within the municipal boundaries of the City of West Palm Beach ("WPB") for the referral of the County's homeless population to a central facility supporting organizations, services and programs that will help end the cycle of homelessness; and

WHEREAS, the County has entered into an Interlocal Agreement dated January 12, 2010, with WPB (WPB City Ordinance No. 4235-09, as may be amended) in support of the HRC; and

WHEREAS, the Palm Beach County Law Enforcement Planning Council ("LEPC") and subcommittee of the Criminal Justice Commission has adopted Best Practices for law enforcement personnel's: 1) interaction with the homeless population and 2) referral of homeless individuals to the HRC and related community agencies' specialty facilities; and

WHEREAS, the foregoing operating protocols have been developed in satisfaction of the requirements set forth in the Interlocal Agreement between County and WPB, which are to: 1) uphold the safe and orderly operation of the HRC; 2) sustain compatibility between the HRC and the uses and character of land surrounding and in the vicinity of the HRC; and 3) further the purpose of the HRC to end homelessness for qualified individuals that voluntarily commit to participate in the services and programs offered by the HRC; and

WHEREAS, the aforementioned protocol is endorsed by the LEPC for countywide implementation through standard law enforcement practices and procedures that shall precede a referral to the HRC; and

WHEREAS, the County and the Village have determined it to be beneficial to both parties for the Village to be able to refer and transport homeless individuals to the HRC; and

WHEREAS, this Agreement authorizes the Village to utilize the HRC in a manner that conforms to both the operational understanding and expectations of both the County and WPB as established by the Interlocal Agreement and the practices endorsed by the LEPC; and

WHEREAS, the County and the Village have the ability to lawfully enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to: 1) provide the protocol by which the Village shall refer and transport homeless individuals for acceptance into the HRC and 2) provide for payment of any transport costs incurred by the Village.

SECTION 2: LAW ENFORCEMENT BEST PRACTICES

2.01 The Village agrees to abide by and adopt the Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless ("Best Practices") in accordance with the most current approved revision to the Best Practices, which is attached as **Exhibit A** to this Agreement. The Best Practices establish the guidelines which law enforcement agencies shall include in each agency's operating procedures and which law enforcement personnel shall follow during their interactions with homeless individuals. The Best Practices may be modified or updated from time to time as may be agreed to by the LEPC. Each update to the Best Practices shall be transmitted to the County's representatives identified in Section 11.01 of this Agreement who shall have responsibility for transmitting such update to the Village's Representative identified in Section 11.01 of this Agreement; provided however, in the event the Village uses the Palm Beach County Sheriff's Office ("PBSO") as its law enforcement provider, then such update shall be transmitted to the Village's Representative set forth in Section 11.02 of this Agreement. The update shall automatically replace the former and become part of this Agreement with sixty (60) days prior notice of the implementation date.

SECTION 3: HRC REFERRAL PROCEDURES

3.01 The County may establish and issue HRC specific procedures associated with HRC referrals ("Referral Procedures"). The Referral Procedures include such documents as the Field Referral Form which is attached as **Exhibit B** to this Agreement. The Referral Procedures may be modified or updated from time to time by the County with sixty (60) days prior notice of the implementation date at which time such modifications/updates shall automatically replace the former and become a part of this Agreement. In the event that the Village does not agree to operate in accordance with the Referral Procedures, then the Village's sole option shall be to exercise its right to terminate this Agreement as provided herein.

3.02 The Village agrees to conduct training for all sworn personnel, and those non-sworn personnel which may have interaction with the homeless. The training curriculums (new and refresher) shall be provided to the Village by the County (as prepared by PBSO). The Village agrees to conduct training for all officers (and eligible non-sworn personnel) as part of new employee field training and as part of the next round of in-service training. Subsequent refresher training shall be conducted no less frequently than annually as part of in-service training.

SECTION 4: TRANSPORTATION COSTS

4.01 The Village, on an individual referral basis, has the option of either: 1) transporting a homeless person and all of their belongings that are not secured, to the HRC by Village personnel in a Village-owned vehicle, or 2) requesting that the County arranges for transport via the

County's contracted transport provider. In the event that the Village chooses to utilize the County's contracted transport provider, the Village agrees to reimburse the County the actual cost of the transport. The County shall invoice the Village for the number of transports twice a year on March 31st and September 30th. The Village shall pay the County, in full, no later than thirty (30) days after the date of the invoice. Payments shall be sent to:

Facilities Development & Operations
Fiscal Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5603

Attn: HRC Interlocal Agreement # ____ Invoice #

If during transport, the homeless person decides that he/she does not wish to end their homelessness, the Village will return the homeless person to his/her original location or another location within the Village's boundaries that is mutually acceptable to the homeless person and the Village. In the event that the homeless person is being transported by the County's contracted transport provider, the homeless person will be returned only to the original location from which he/she originated. In the event of the foregoing, the Village will still be required to reimburse the County for the cost of the partial trip. The Village's reimbursement obligations set forth in this Section shall survive expiration or termination of this Agreement.

Notwithstanding the foregoing, in the event the Village uses PBSO as its law enforcement provider, then all references to the Village in this Section shall refer to the Village's Representative in lieu of the Village, whose contact information is set forth in Section 11.02 of this Agreement.

SECTION 5: INDEMNIFICATION

5.01 Each party shall be liable for its own actions and negligence and, to the extent permitted by law, each party shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida State Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions. This provision shall survive expiration or termination of this Agreement.

SECTION 6: TERM OF AGREEMENT

6.01 The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The term of this Agreement may be renewed for three (3) successive periods of five (5) years each under the same terms and conditions of this Agreement. At least six (6) months prior to the expiration of this Agreement's term, the Village shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the County's receipt of such request, the County shall process an

Amendment to this Agreement which shall be executed by both the Village and the County. The County may not unreasonably withhold its approval of the renewal request.

SECTION 7: ENFORCEMENT

7.01 The County will immediately communicate with the Village's Representative any referral that the County determines not to have been made in accordance with the Referral Procedures. If a homeless person cannot be accepted into the HRC due to an error of the Village's law enforcement personnel with respect to the Referral Procedures, the homeless person will be transported back to the location from which he/she originated at the Village's cost, pursuant to Section 4.01. The Village retains the option of self-transport but agrees to consider the information provided by the HRC operator prior to making a determination regarding self-transport on a return trip. For purposes of this Section 7, within fifteen (15) days of the effective date of this Agreement the Village shall provide the County with written notice as to the person designated as the Village's Representative and such representative's contact information; provided however, in the event the Village uses PBSO as its law enforcement provider, then the Village's Representative for purposes of this Section 7.01 shall be PBSO's Commander of Community Services who can be reached at (561) 629-6205. The Village or PBSO, if applicable, may from time to time change the person designated as the Village's Representative, upon three (3) days prior written notice to the County.

SECTION 8: AMENDMENTS TO THIS AGREEMENT

8.01 This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the Village.

SECTION 9: TERMINATION

9.01 This Agreement may be terminated by either party, with or without cause. Any termination shall be effective sixty (60) days from the receipt of written notice thereof.

SECTION 10: ANNUAL BUDGET APPROPRIATIONS

10.01 The County's and the Village's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the Village Council.

SECTION 11: NOTICES

11.01 Any notice given pursuant to the terms of this Agreement shall be in writing and delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Human Services Division
810 Datura Street
West Palm Beach, FL 33401

As to the Village:

Village Manager
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33411

Any party may from time to time change the address at which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

11.02 In the event that the Village uses PBSO as its law enforcement provider, then the Village's Representative for the purposes of Sections 2.01 and 4.01 of this Agreement shall be:

Palm Beach County Sheriff's Office
Attn: Major- Countywide Operations
3228 Gun Club Road
West Palm Beach, FL 33406

PBSO may from time to time change the address at which notices under this Section 11.02 shall be given upon three (3) days prior written notice to the other parties.

SECTION 12: APPLICABLE LAW/VENUE

12.01 This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in Palm Beach County, Florida.

SECTION 13: FILING

13.01 A copy of this Agreement shall be filed with the Clerk & Comptroller's Office in and for Palm Beach County.

SECTION 14: DELEGATION OF DUTY

14.01 Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Village's officers.

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

15.01 Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Village, its officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waste, corruption and fraud.

SECTION 16: MISCELLANEOUS

16.01 The recitals set forth in this Agreement are true and correct and are incorporated herein.

16.02 All Exhibits referenced in this Agreement are incorporated herein by such reference and shall be deemed to be an integral part of this Agreement.

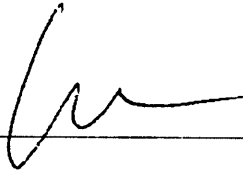
16.03 This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Village concerning the Village's utilization of the HRC; except as herein otherwise provided, no subsequent alterations, waiver, change, or addition to this Agreement shall be binding upon the County or the Village unless reduced to writing and signed by them.

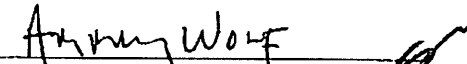
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

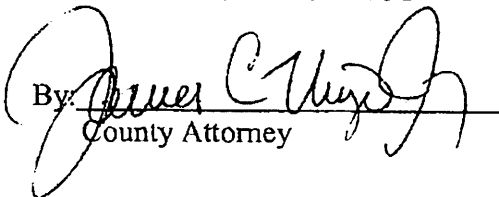
ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: 


By: 
Director, Facilities Dev & Opns

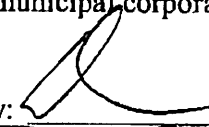
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

ATTEST:

VILLAGE OF WELLINGTON,
a municipal corporation of the State of Florida

VILLAGE CLERK
By: 
Anilda Rodriguez Village Clerk

By: 
Darrell Bower, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

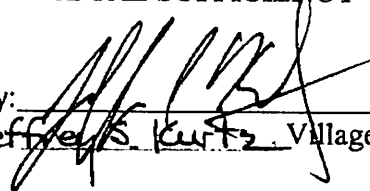
By: 
Jeffrey S. Kurtz Village Attorney

EXHIBIT A

**Palm Beach County Law Enforcement Agencies Best Practices
for Interaction with the Homeless**

Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless

DISCUSSION: The development of countywide best practices is to ensure that members of Palm Beach County Law Enforcement Agencies understand and are sensitive to the needs and rights of homeless persons, and to set forth procedures for law enforcement members to follow during contacts with homeless persons. These Best Practices recognize that there is a right of all persons, including people experiencing homelessness, to be peaceably in any public place of the jurisdiction so long as their activities are lawful. It also explicitly affirms that homelessness is not a crime. It is also recognized that each individual law enforcement agency may develop policies and procedures to handle homeless persons based on the individual needs of their community, but that the policy or procedure will incorporate the Best Practices below.

POLICY: The policies of Palm Beach County Law Enforcement are to treat homeless persons in a manner that protects their needs, rights and dignity, while providing appropriate law enforcement services to the entire community. Agencies recognize that in law enforcement situations involving homeless individuals, it is preferable to make referrals to organizations that provide services to homeless individuals, and to refrain from initiating contacts that interrupt innocent activity and may violate an individual's constitutional rights.

DEFINITIONS:

Homeless Person - Is an individual or individuals who lack a fixed, regular and adequate night-time residence, or has a primary night-time residence that is:

- a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations;
- b. An institution that provides a temporary residence for individuals intended to be institutionalized;
- c. A private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Law Enforcement Member (LE Member) – An employee or volunteer of a municipal, county or school board law enforcement agency in Palm Beach County, Florida; whether or not that member is sworn or non-sworn, paid or non-paid, status.

Accept Referral – Applies to a Homeless Person who has indicated that they desire to end their homelessness. This differs from a Homeless Person who seeks to have nothing more than a meal or a place to sleep for the night.

Homeless Resource Center (HRC) - A facility acting as single point of access recognized by the County to accept a Homeless Person and their families and engage individuals in ending their homelessness.

BEST PRACTICES:**• CONTACT**

- A LE Member may at any time approach a Homeless Person who has not been observed engaging in criminal conduct, to offer advice about shelters, services, or other assistance that is available. In appropriate situations, the LE Member may also contact an outreach worker from a public or private homeless services provider. The Homeless Person is free to choose whether to accept any referrals or not.
- When a Homeless Person accepts a referral, that person or persons shall be transported to the HRC or other community partner's facility identified by the HRC as appropriate for the specific type of referral. When a Homeless Person desires to end their homelessness and accept a referral to the HRC, the LE Member will begin the acceptance process in the field by completing an HRC Field Referral Form, confirming acceptance with the HRC and transporting (or arranging for transport) to the HRC. Prior to a Homeless Person being transported to the HRC, the LE Member shall query the appropriate State and National criminal history databases to determine if the Homeless Person is a registered sexual predator or sexual offender or has active arrest warrants.
 1. Homeless Sexual Offenders or Predators are not allowed at an HRC.
 2. Homeless Sexual Offenders or Predators under the supervision of the Florida Department of Corrections (FDOC) shall be free to go as long as their actions are lawful. For extenuating issues, FDOC can be contacted at (561) 837-5175 or after hours at (561) 791-4750.
 3. Homeless Sexual Offenders or Predators not under the supervision of FDOC should be reported to the Sheriff's Office S.P.O.T. Unit at (561) 688-4161 (M-F 8am to 4pm), or via e-mail at spot@pbso.org.
- LE Members having interactions and or contacts with persons determined to be homeless as a result of self-initiated contact or as a result of a citizen complaint shall document that contact. In all cases LE Members shall complete the reporting form appropriate to the interaction, and shall include the letters HL (homeless) in the address field, or other appropriate field, which records for tracking contacts only, a person's homelessness status. The reporting form shall be in a form such that each agency can electronically identify, retrieve and count interactions with a Homeless Person. The countywide goal is to have the forms entered by each agency into the Law Enforcement Exchange System. LE Members shall refrain from detention, arrest, interrogation, or initiation of any other criminal law enforcement interaction with any persons based solely upon their "status" of being or appearing to be homeless, so long as their activities are lawful.

- LE Members shall not communicate in any way, to persons who are or appear to be homeless, that they are not allowed to be in a particular public space in the jurisdiction based on their homeless status.
- Homeless school age children are required to be enrolled and attend school. LE Members shall contact the School District Police Dispatch at 561-434-8700 to determine if a child is enrolled. If the child is not enrolled, the School District Police Dispatch will be able to advise what public school the child should be attending. The officer will then advise the parents where to enroll the child.

- **“MOVE ON” ORDERS**

- LE Members shall not order any person to move to another location when that person has a legal right to be present where he or she is, subject to requests to move for safety or security or other constitutionally permissible reasons.
- It is agency policy not to give “move on” orders and not to arrest people for failure to move on if there is another reasonable way to resolve the situation. LE Members shall not give “move on” orders to persons merely because the person is or appears to be homeless.

- **REQUESTS FOR IDENTIFICATION**

- Requests for identification made to persons who are, or appear to be, homeless shall be subject to the same legitimate law enforcement purposes as are required when made to any other individual, but with sensitivity to the special needs and circumstances of the individual situation.
- 1. Requests or demands for identification shall only be made with good cause. Requests for identification shall not be made pursuant to casual contact with persons who are, or appear to be, homeless. At no time shall requests or demands for identification be made in order to harass, intimidate, threaten or make any other unwarranted show of authority.
- 2. Unless required by law, or essential to the performance of a law enforcement officer's duty, at no time shall a form of identification presented by a Homeless Person be seized and not returned to him or her.
- 3. In situations where persons who are, or appear to be, homeless are unable to produce a valid form of identification, the LE Member shall not penalize the person for failing to produce the requested identification.

- **PERSONAL PROPERTY**

- The personal property of a Homeless Person shall be treated with the same respect and consideration given to the personal property of any other individual, with

particular sensitivity to the special needs and circumstances of the individual situation.

1. In arrest situations, a Homeless Person shall not be required to abandon personal property they identify as their own at the arrest site. LE Members shall not damage, hide or cause to be abandoned the personal property of any such person. Where practical, LE Members shall adopt or facilitate measures that will best safeguard personal property, as determined by the arrestee.
 - a. Property may be taken into custody when an arrestee identifies the property as his or hers. The personal property of arrestees experiencing homelessness is to be handled in the same manner as the property of other arrestees.
 2. In no event shall any LE Member destroy any personal property known to belong to a Homeless Person, or recognizable as property of a Homeless Person, unless it is contaminated or otherwise poses a health hazard.
 3. A Homeless Person has a constitutionally protected expectation of privacy in their personal belongings and closed containers. LE Members shall refrain from instituting any search, frisk, or other such investigation where the elements of reasonable suspicion or probable cause is not met. A person's status of being, or appearing to be, homeless, without more, does not constitute reasonable suspicion or probable cause or any other grounds for such a search.
- **ARREST SITUATIONS** - Arrests of all persons including those defined as homeless, shall comply with State law, or County Ordinance and Department policies and procedures.
 - If a LE Member observes a Homeless Person engaged in criminal activity, when practical and prudent to do so and with the consent of the victim who has signed a "refusal to prosecute" form, an alternative to a physical arrest shall be used, to include utilizing the resources at the HRC.
 - A LE Member always has the right to approach any individual including a person who is, or appears to be homeless, to allay any suspicions a LE Member may have about the individual, and ascertain that no criminal activity is occurring.
 - **TRAINING** –Training on how to interact with a Homeless Person shall be conducted as a part of any new officer field training curriculum. Annual in-service training curriculums shall include updates and refreshers on this topic.

EXHIBIT B
Field Referral Form



Contact Information For Person Making The Referral:

Contact Name:	Contact Phone No.:	Contact Badge No.:
Date:	Time:	Law Enforcement Agency:
Location:	Law Enforcement Case #:	Signature of Contact Person:

Client Information:

Name:	Date of Birth:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other
-------	----------------	--

PLEASE VERIFY BEFORE PROCEEDING FURTHER:

☐ Active arrest warrant ☐ Sexual offender/perpetrator

If client does not have an active arrest warrant and client is not a sexual offender/perpetrator –Please fill out the rest of the form and contact the HRC for a referral # before transporting.

Client Information (Check All That Apply)	Current Living Situation:
<input type="checkbox"/> Weapons search <input type="checkbox"/> Personal belongings search <input type="checkbox"/> ID verified / Type: _____ <input type="checkbox"/> Used alcohol or drugs last 24 hours? <input type="checkbox"/> Is client on supervised release/probation? _____ <input type="checkbox"/> Client DOC# _____ <input type="checkbox"/> Children present? How many _____ For DOC information call (561) 791-4750	<input type="checkbox"/> Sharing housing <input type="checkbox"/> Substandard housing <input type="checkbox"/> Camping or sleeps in car <input type="checkbox"/> Motel/hotel <input type="checkbox"/> Transient <input type="checkbox"/> Other: _____ Contact the HRC to confirm the referral Confirmation # _____

Client Screening – If any of the following are checked, do not transport to the HRC:

Mental Health Screening Check all that apply:	Substance Abuse Screening Check all that apply:	Medical Physical Screening Check all that apply:
<input type="checkbox"/> Threat to themselves <input type="checkbox"/> Threat to others If any of the above are checked, please transport client to the nearest Baker Act Facility	<input type="checkbox"/> Intoxicated <input type="checkbox"/> Severely impaired due to drugs If any of the above are checked, please transport client to the nearest Substance Abuse Detox Facility	<input type="checkbox"/> Large open sore/wound <input type="checkbox"/> Chest pains/shortness of breath If any of the above are checked, please transport client to the nearest Emergency Room for Clearance

Client:

I understand that I am being transported to the Homeless Resource Center because I want to permanently end my homelessness and this is not an overnight shelter.

 Client Signature Date

Transportation Information:

Name of Company: _____

Phone #: _____

Turn Over To: _____

 Signature of person transporting

 Name of HRC Staff

 Date and Time

 Signature of HRC Staff verifying handoff

Homeless Resource Center Information Sheet

The major cause of homelessness in the United States is lack of affordable housing.

Process for making referrals to the Homeless Resource Center:

- The Homeless Resource Center (HRC) is a centralized intake/assessment center that offers temporary interim housing for those individuals and families who indicate **they want to end their homelessness**.
- ***The HRC is not an overnight shelter, a food kitchen, a clothing pantry or a place to go for only a few hours.***
- If you approach a person who appears homeless, offer information on services (brochure provided with this form) or if the person would like to **end their homelessness**, offer a referral to the HRC.
- Before filling out the Field Referral Form, perform a NCIC/FCIC check to determine if the individual has an active arrest warrant or if they are a sexual offender/perpetrator. If they are, handle according to your agency policies and do not refer.
- If the individual does not have an active warrant and is not a sexual offender, fill out the Field Referral Form starting with your contact information in the first section of the form.
- Check all that apply regarding Client Information and Current Living Situation.
- To the best of your knowledge, fill out the Client Screening Section. If any of the items are checked, the individual should be referred or transported to the facility type indicated.
- Once the form is completed call the HRC (number to be determined) to confirm the referral and to be given a referral confirmation number. Write the number on the form in the space specified. Indicate to the HRC whether you will be transporting the individual or if you will be calling for transportation and the estimated time of arrival at the HRC.
- Transportation depends on your municipality's procedure. If you are not physically transporting, you must call the pre-arranged transportation company. Fill out the information on the form and have the person that is transporting sign the form indicating that the individual has been turned over to them.
- Sign the form under the Contact Information For Person Making The Referral Section before you hand the form to the HRC personnel or to the transportation company.
- If the individual has personal belongings, make every attempt to transport all of the person's belongings with them.
- Ensure that the individual's personal identification documents are returned to them before transport.

There are a few things you can do to humanize homelessness and de-stigmatize mental illness:

- Make eye contact.
- Pay attention to your language. Use expressions such as "people experiencing homelessness". People who are in this situation are still people first.
- Recognize the value of the person's belongings.



Village of Wellington

Legislation Text

File #: 17-1547, Version: 1

ITEM: ORDINANCE NO. 2017-20 (FY 2017/2018 ANNUAL CAPITAL IMPROVEMENT ELEMENT UPDATE OF WELLINGTON'S COMPREHENSIVE PLAN)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2017/2018 THROUGH 2022/2023 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2017-20 updating the Capital Improvement Element (CIE) Schedule for Level of Service Improvements for Fiscal Years 2017/2018 to 2022/2023 (Table CIE 1) and the School District of Palm Beach County Capital Improvement Schedule (Table CIE 2) located in the Capital Improvement Element of Wellington's Comprehensive Plan.

EXPLANATION: In accordance with Section 163.3177, Florida Statutes, Wellington has conducted its annual review of the Capital Improvements Element (CIE). The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff has conducted the review and is proposing the following changes to Table CIE 1 of the Comprehensive Plan:

- Funding for the Reuse Water and Distribution Expansion has been proposed for the starting in FY 2019
- Acme 10 Year Flood Mitigation Program has been extended to be funded for FY 2018-2022
- 120th Avenue South Road Project, Aero Club Multiuse Path Project, Saddle Trail Park Neighborhood Project, Pierson Road Realignment and Stribling/Pierson Road Roundabout have been completed.
- The Binks Pointe Multiuse Pathway, Equestrian Brown Trail Connector and the C1 Bridge Path Crossing has been merged and included under "Neighborhood Trails Program"
- The following Capital Improvements Projects (CIP) projects have been added as they are LOS projects approved on September 26, 2017 in the FY 2017/2018 CIP Budget:
 - Surface Water Management System improvements to various pump stations.
 - Turning Lane and Traffic Engineering to rework drainage at key intersections and complete Big Blue Trace turn lanes.
 - Village Park Field Improvements to include improvements and rebuilding of Park Fields 6, 7 and 21.
 - Public Work Facilities Improvements to include construction of equipment facility and fill retention pond at Public Works and other enhancement projects at Parks Maintenance
 - Safe Neighborhood Improvements include construction of a linear recreation area in the Folkestone/Yarmouth Neighborhoods
 - South Shore Boulevard and Pierson Road Intersection improvements include widening intersection, re-align lanes to improve stacking and install larger drainage infrastructure
 - Expand the parking area at the Tennis Center

File #: 17-1547, Version: 1

- Renovate and improve baseball fields and facilities at Community Park
- Construct open space play areas at Greenbriar Park
- Construct a central warehouse at various other modifications at Utilities and Field Services

Updates to Table CIE 2 Palm Beach County School District Five Year Capital Improvement Schedule approved annually by the Palm Beach County School Board is adopted by reference.

BUDGET AMENDMENT REQUIRED: NO

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

FIRST READING: **SECOND READING:** YES

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Estimated costs approved in the FY 2017/2018 CIP Budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2017-20 updating the Capital Improvement Element (CIE) Schedule for Level of Service Improvements for Fiscal Years 2017/2018 to 2022/2023 (Table CIE 1) and the School District of Palm Beach County Capital Improvement Schedule (Table CIE 2) located in the Capital Improvement Element of Wellington's Comprehensive Plan.

ORDINANCE NO. 2017-20

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2017/2018 THROUGH 2022/2023 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et. seq., Florida Statutes established the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Wellington adopted its Comprehensive Plan on January 19, 1999, by Ordinance No. 99-01, and

WHEREAS, the Wellington Comprehensive Plan is consistent with all state requirements; and

WHEREAS, Wellington has conducted an annual review of the Capital Improvements Element of the Comprehensive Plan as required by Section 163.3177(3)(b) of the Florida Statutes, and finds the 5-year schedule maintains consistency with Wellington's 2017/2018 Capital Improvements Budget and maintains the adopted levels of service; and

WHEREAS, the School District of Palm Beach County annual updates and adopts a Capital Improvement Schedule which is included and adopted by reference in the Capital Improvements Element of Wellington's Comprehensive Plan; and

WHEREAS, the Wellington Council desires to adopt the update of the current Comprehensive Plan to guide and control the future development of Wellington, and to preserve, promote and protect the public health, safety and welfare.

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

SECTION 1: The above recitals are true and correct.

SECTION 2: The Capital Improvements Element of the Wellington Comprehensive Plan is hereby updated as set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 3: The Manager is hereby directed to update the Comprehensive Plan in accordance with this Ordinance.

SECTION 4: Should any section paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision

1 shall not affect the validity of this Ordinance as a whole or any portion or part thereof,
2 other than the part to be declared invalid.
3

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

9 **SECTION 6:** The effective date of this update shall be effective immediately
10 upon adoption.
11

12
13
14 (This portion of the page left intentional blank)
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

PASSED this 10th day of October, 2017 upon first reading.

PASSED AND ADOPTED this _____ day of _____, 2017, on second and final reading.

WELLINGTON

FOR

AGAINST

BY:

Anne Gerwig, Mayor

John T. McGovern, Vice Mayor

Michael Drahos, Councilman

Michael J. Napoleone, Councilman

Tanya Siskind, Councilwoman

ATTEST:

BY:

Chevelle D. Nubin, Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY:

Laurie Cohen, Village Attorney

Exhibit “A”
Capital Improvements Element

Table CIE 1 - Wellington Capital Improvement Plan 5 years: 2017/2018 through 2022/2023

Project	Location	Description	Funding Year	Funding Source	Funding Status	Budget
Reuse Water Distribution Expansion	Village Wide	Expand reuse water system	FY 2019 - 2022	Collected Wastewater Capacity Fees	<u>Deferred Proposed</u>	\$2,000,000 <u>\$3,600,000</u>
ACME 10 Year Flood Mitigation Program	Canals: C2, C8, C9, C24, C13 Roadways: Forest Hill Blvd, Wellington Trace East	Improved conveyance and roadway drainage.	FY 2013/2014 FY 2018 - 2022	Drainage Assessments	Committed	\$12,200,000 <u>\$3,700,000</u>
120th Avenue South Road Project	120 th Avenue South	Pave approximately 5,200 LF of existing shellrock roadway from 50 th Street to Lake Worth Road.	FY 2015/2016	Collected General Fund Revenues and Road Impact Fees	<u>Committed Completed</u>	\$1,885,000
Aeroclub Multiuse Path Project	Aeroclub	Construct approximately new 2.1 mile multiuse path	FY 2015/2016	Collected General Fund Revenues	<u>Committed Completed</u>	\$675,000
Saddle Trail Park Neighborhood Project	Saddle Trail Park South of Greenbriar Boulevard	Pave approximately 3.31 miles of existing shellrock roads and install approximately 3.31 miles of new water distribution piping and appurtenances.	FY 2015/2016	Special Assessments	<u>Committed Completed</u>	\$5,400,000
Binks Pointe Multiuse Pathway	Binks Forest Drive trail to Flying Cow Pathway	Install multiuse pathway from Binks Pointe development to connect to Wellington Environmental Preserve.	FY 2015/2016	Committed Grant Funding, Special Assessments and Developer Contributions	Committed	\$370,000
Pierson Road Realignment	Pierson Road	Shift road north between Santa Barbara and Southfields to continue bridle trail.	FY 2015/2016	Collected General Revenues	<u>Committed Completed</u>	\$350,000
Stribling/Pierson Roundbout	Intersection of Pierson Road and Stribling Way	Construct new roundabout for traffic control.	FY 2015/2016	Collected Road Impact Fees	<u>Committed Completed</u>	\$450,000

Equestrian Brown Trail Connector	Wellington Trace at C-15 Canal and C-11 Canal	Culvert and bridle trail installation	FY 2015/2016	Committed Grant Funding, Special Assessments	Committed	\$400,000
Surface Water Management System Improvements	Various Pump Stations	Add variable frequency drives and trash rakes to some pump stations projects <u>Feasibility study for debris removal device installation at PS #5 and reconstruction of PS #2.</u>	FY 2016/2017 2017/2018	Special Assessments	Committed	\$800,000
Turn Lanes & Traffic Engineering	Big Blue Trace/Barberry Drive and Big Blue Trace/Wiltshire Drive Intersections Pierson Road and South Shore	Construct added turn lanes and rework drainage at Big Blue/Barberry and Big Blue/Wiltshire intersections (add \$750,000 to current budget); Extend turn lane at Pierson and South Shore <u>Construct added turn lanes and rework drainage at key intersections.</u> <u>Complete Big Blue turn lanes in progress and identify future projects in FY 2018.</u>	FY 2016/2017 2018 - 2022	Gas Taxes and Municipal Revenue Sharing Proceeds	Committed	\$1,000,000 <u>\$1,962,000</u>
Road and Pathway Circulation Expansion	Various Areas	Enhancements to the Village transportation system, focusing on non-vehicular connections to key destinations	FY 2016/2017	Grant Funding and Impact Fees	Committed	200,000
<u>C1 Bridle Path Crossing Neighborhood Trails Program</u>	<u>C1 Canal</u>	Construct culvert crossing at C1 canal, bridle crossing at Flying Cow Rd and 1,500 lf of bridle trail along Flying Cow Rd (potential grant) In FY 2017 and FY 2018, complete the <u>Brown Trail connector (\$200,000 grant), the Binks Point multiuse pathway and canal crossing (\$312,000 grant), the White Trail crossing and footing, and the Yellow Trail</u>	<u>FY 2018 - 2022</u>	<u>Grant Funding and General Fund Revenues</u>	<u>Proposed Committed</u>	<u>\$2,036,000</u>

		<u>from South Shore to Southfields.</u>				
<u>Village Park Field Improvements</u>	<u>Park Fields #6, #7, and #21 will be rebuilt and improved.</u>	<u>Improvements to fields and major equipment additions to ensure the quality standard of recreational programs and facilities.</u>	<u>FY 2017/2018</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$1,485,000</u>
<u>Public Works Facilities Improvements</u>	<u>Public Works and Parks Maintenance</u>	<u>Construct equipment storage facility at Public Works complex and fill retention pond. Enhancements to the Parks Maintenance Complex at Village Park</u>	<u>FY 2019 - 2022</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$1,500,000</u>
<u>Safe Neighborhood Improvements</u>	<u>Folkestone/Yarmouth Neighborhoods</u>	<u>Construct a linear recreation area in Folkestone/Yarmouth and install defensive measures elements (lighting, landscape, sidewalks, etc) in transitional neighborhoods</u>	<u>FY 2017/2018</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$250,000</u>
<u>South Shore Blvd & Pierson Road Intersection Improvements</u>	<u>South Shore and Pierson Road</u>	<u>Widen intersection, align lanes, improve stacking and install larger drainage infrastructure</u>	<u>FY 2018-2022</u>	<u>Gas Taxes and Road Impact Fees</u>	<u>Committed</u>	<u>\$1,976,827</u>
<u>Tennis Center Parking</u>	<u>Tennis Center</u>	<u>Build expanded paved parking area to prevent grass parking resulting from increased facility use.</u>	<u>FY 2017/2018</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$500,000</u>
<u>Community Park Improvements</u>	<u>Community Park</u>	<u>Renovate and improve baseball fields, spectator areas and restrooms</u>	<u>FY 2017/2018</u>	<u>Sales Surtax</u>	<u>Committed</u>	<u>\$2,583,000</u>
<u>Greenbriar Park Field Improvements</u>	<u>Greenbriar Park</u>	<u>Add open space play areas</u>	<u>FY 2019 - 2022</u>	<u>Sales Surtax</u>	<u>Proposed</u>	<u>\$1,000,000</u>
<u>Utilities General Facilities Improvements</u>	<u>Utility and Field services facilities</u>	<u>Construction of a central warehouse, field services building modifications and construction of equipment canopies.</u>	<u>FY 2019 - 2021</u>	<u>Utility Operating Revenues</u>	<u>Committed</u>	<u>\$2,465,000</u>

Table CIE 2 – School District of Palm Beach County Capital Improvement Schedule

FY 2018 - 2027 Capital Plan Summary

Wednesday, September 6, 2017

Revenues

	EY 2018	EY 2019	EY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
State Sources							
Charter School Capital Outlay	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000
CO & DS	4,754,008	4,754,008	4,754,008	4,754,008	4,754,008	23,770,040	47,540,080
Fuel Tax Proceeds	150,000	150,000	150,000	150,000	150,000	750,000	1,500,000
PECO Bonds - Const.	-	-	1,095,490	3,878,932	4,862,378	5,477,450	15,314,250
PECO Bonds - Maintenance	2,706,935	2,706,935	2,706,935	2,706,935	2,706,935	13,534,675	27,069,350
Subtotal State Sources	11,110,943	7,610,943	8,706,433	11,489,875	12,473,321	43,532,165	94,923,680
Local Sources							
Local Capital Improvement (1.5 mil)	273,838,683	291,430,428	306,967,298	323,106,391	339,407,681	1,959,551,069	3,494,301,550
Fund Balance Carried Forward	151,029,101	-	-	-	-	-	151,029,101
Reserve for Future Years	29,162,988	3,626,574	810,681	-	-	96,287,946	129,888,189
Impact Fees	5,390,000	5,643,000	5,643,000	5,643,000	5,643,000	36,752,650	64,714,650
Interest Income	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000	10,000,000
Miscellaneous Revenue	11,250	-	-	-	10,000,000	-	10,011,250
Transfers from General Fund	162,895	-	-	-	-	-	162,895
Subtotal Local Sources	460,594,917	301,700,002	314,420,979	329,749,391	356,050,681	2,097,591,665	3,860,107,635
Other Revenue Sources							
Certificates of Participation	188,443,432	33,340,896	148,828,647	-	93,039,917	58,910,040	522,562,932
Equipment Lease	19,118,440	-	-	-	-	-	19,118,440
Sales Tax Revenue	119,249,758	122,827,251	126,512,069	130,307,431	134,216,654	650,633,058	1,283,746,221
Short Term Financing	19,599,418	21,821,239	117,124	(1,438,728)	49,772,710	(89,871,763)	-
Subtotal Other Revenue Sources	346,411,048	177,989,386	275,457,840	128,868,703	277,029,281	619,671,335	1,825,427,593
Total Revenues	\$ 818,116,908	\$ 487,300,331	\$ 598,585,252	\$ 470,107,969	\$ 645,553,283	\$ 2,760,795,165	\$ 5,780,458,908

Budget Summary

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023 - 2027	FY 2018 - 2027
Construction Projects							
Addition and Remodeling Projects	\$ 24,158,916	\$ 43,845,046	\$ 30,167,650	\$ -	\$ -	\$ -	\$ 98,171,612
Modernization and Replacement Projects	72,887,477	17,427,066	118,140,997	-	-	141,193,080	349,648,620
New Schools	139,133,120	-	-	-	91,879,917	-	231,013,037
Subtotal Construction Projects	236,179,513	61,272,112	148,308,647	-	91,879,917	141,193,080	678,833,270
Other Items							
Site Acquisition	9,367,923	500,000	12,020,000	500,000	11,660,000	2,500,000	36,547,923
Capital Contingency	54,914,904	-	-	6,420,719	5,244,165	61,371,062	127,950,850
Sales Tax Reserve	17,767,828	-	-	-	-	37,283,835	55,051,663
Reserve for Future Years	3,626,574	810,681	-	-	-	96,287,946	100,725,201
Subtotal Other Items	85,677,229	1,310,681	12,020,000	6,920,719	16,904,165	197,442,843	320,275,637
Non-Construction							
Equipment	2,526,882	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	11,661,882
Facility Renewal	102,931,458	86,781,440	99,556,843	115,506,353	159,153,314	402,558,850	966,488,258
Facilities	20,052,474	9,170,000	8,170,000	11,170,000	10,170,000	50,850,000	109,582,474
Security	9,057,459	3,434,550	3,434,550	3,434,550	3,434,550	17,172,750	39,968,409
Education Technology	25,961,135	22,108,000	2,420,000	20,000	20,000	49,923,560	100,452,695
Technology	35,543,602	15,139,169	17,201,489	17,554,052	33,727,665	131,152,927	250,318,904
Transportation	18,103,344	10,297,600	10,297,600	10,297,600	10,297,600	51,488,000	110,781,744
Subtotal Non-Construction Projects	214,176,354	147,945,759	142,095,482	158,997,555	217,818,129	708,221,087	1,589,254,366
Transfers to General Fund							
Charter School Capital Outlay - State	3,500,000	-	-	-	-	-	3,500,000
Charter School Capital Outlay - Local	10,627,573	16,168,472	18,301,393	20,683,164	22,740,707	143,241,025	231,762,334
Property and Flood Insurance	8,350,000	8,350,000	8,350,000	8,350,000	8,350,000	41,750,000	83,500,000
Equipment Maintenance	5,679,733	5,248,000	5,248,000	5,248,000	5,248,000	26,175,000	52,846,733
Facilities Maintenance	46,289,204	47,773,940	60,395,940	62,346,929	68,664,386	405,702,938	691,173,337
Security Maintenance	2,300,277	2,300,277	2,300,277	2,300,277	2,300,277	11,420,036	22,921,421
Education Technology Maintenance	2,979,392	2,294,041	2,294,041	2,294,041	2,294,041	11,720,205	23,875,761
Technology Maintenance	23,308,557	23,465,389	23,479,812	30,615,689	32,118,066	180,420,976	313,408,489
Transportation Maintenance	7,911,560	7,901,595	7,901,595	7,901,595	7,901,595	39,507,975	79,025,915
Subtotal Transfers to General Fund	110,946,296	113,501,714	128,271,058	139,739,695	149,617,072	859,938,155	1,502,013,990
Transfers to Debt Service Funds							
Debt Service	171,137,515	163,270,065	167,890,065	164,450,000	169,334,000	854,000,000	1,690,081,646
Subtotal Transfers to Debt Service	171,137,515	163,270,065	167,890,065	164,450,000	169,334,000	854,000,000	1,690,081,646
Total Capital Budget	\$ 818,116,908	\$ 487,300,331	\$ 598,585,252	\$ 470,107,969	\$ 645,553,283	\$ 2,760,795,165	\$ 5,780,458,908

FY 2018 - 2027 Capital Plan

Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Construction Projects							
Addition and Remodeling Projects							
Delray Full Service Center Remodel & Fields for Village Academy (ST)	\$ 1,000,000	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000
Forest Hill HS Parking Lot (ST)	650,000	-	-	-	-	-	650,000
Forest Hill HS Addition	1,840,000	24,340,896	-	-	-	-	26,180,896
Riviera Beach Prep Remodel (ST)	1,021,856	-	-	-	-	-	1,021,856
Old DD Eisenhower ES - Demo / restore (ST)	1,995,775	-	-	-	-	-	1,995,775
Old Gove ES - Demo / landbank (ST)	2,000,000	-	-	-	-	-	2,000,000
Old Plumosa ES - Demo / landbank (ST)	2,000,000	-	-	-	-	-	2,000,000
Plumosa School of Arts Expansion to K-8 (ST)	-	904,150	19,254,610	-	-	-	20,158,760
Roosevelt Full Service Center Remodel (ST)	1,000,000	9,000,000	-	-	-	-	10,000,000
Spanish River HS Addition	-	600,000	10,913,040	-	-	-	11,513,040
Transportation - South Drainage	20,700	-	-	-	-	-	20,700
Village Academy Kitchen Expansion (ST)	1,200,000	-	-	-	-	-	1,200,000
West Tech Campus HVAC Modifications (ST)	1,430,585	-	-	-	-	-	1,430,585
West Tech Campus Modifications (ST)	10,000,000	-	-	-	-	-	10,000,000
Total Addition and Remodeling	24,158,916	43,845,046	30,167,650	-	-	-	98,171,613
Modernization and Replacement Projects							
Addison Mizner ES Modernization (ST)	180,000	2,700,000	29,951,232	-	-	-	32,831,232
Adult Education Center Replacement (ST)	14,444,710	-	-	-	-	-	14,444,710
Grove Park ES Modernization (ST)	90,000	1,350,000	16,343,584	-	-	-	17,783,584
Melaleuca ES Modernization (ST)	120,000	-	23,135,456	-	-	-	23,255,456
Pine Grove ES Modernization (ST)	65,000	-	12,246,712	-	-	-	12,311,712
Transportation - North Modernization (ST)	62,500	1,437,500	11,000,000	-	-	-	12,500,000
Transportation - South Modernization (ST)	1,500,000	11,000,000	-	-	-	-	12,500,000
Transportation - West Central (ST)	14,991,315	-	-	-	-	-	14,991,315
Verde ES Modernization (ST)	31,966,608	-	-	-	-	-	31,966,608
Washington ES Modernization (ST)	9,332,344	-	-	-	-	-	9,332,344
Wynnebrook ES Modernization (ST)	135,000	939,566	25,464,013	-	-	-	26,538,579
Total Modernizations and Replacements	72,887,477	17,427,066	118,140,997	-	-	-	208,455,540
New Schools							
Greater WPB/Lake Worth Area High (03-000) (ST)	95,942,000	-	-	-	-	-	95,942,000
Scripps/Gardens Area ES (04-A) (ST)	-	-	-	-	-	28,711,379	28,711,379
South West Area ES (05-C) (ST)	-	-	-	-	27,987,837	-	27,987,837
West Acreage Area ES (15-A) (ST)	-	-	-	-	-	30,198,661	30,198,661
West Boynton Area HS (17-BBB)	-	-	-	-	63,892,080	-	63,892,080
Western Communities HS (16-AAA) (ST)	-	-	-	-	-	82,283,040	82,283,040
Sunset Palms Middle (17-PP)	43,191,120	-	-	-	-	-	43,191,120
Total New Schools	139,133,120	-	-	-	91,879,917	141,193,080	372,206,117
Total Construction Projects	236,179,513	61,272,112	148,308,647	-	91,879,917	141,193,080	678,833,270
Other Items							
Debt Service							
Lease Payments for Bus Lease 2014	2,880,000	2,880,000	-	-	-	-	5,760,000
Lease Payments for Bus Lease 2015	2,929,962	2,950,000	2,950,000	-	-	-	8,829,962
Lease Payments for Bus Lease 2016	1,436,127	1,450,000	1,450,000	1,450,000	-	-	5,786,127
Lease Payments for Certificates of Participation	145,000,000	141,000,000	141,000,000	141,000,000	141,000,000	707,000,000	1,416,000,000
Lease Payments for Certificates of Participation new	-	13,500,000	21,000,000	22,000,000	25,500,000	147,000,000	229,000,000
Lease Payments for Equipment Lease 2015	1,475,427	1,490,065	1,490,065	-	-	-	4,455,557
Lease Payments for Technology Lease 2017	17,416,000	-	-	-	2,834,000	-	20,250,000
Total Required Debt Service	171,137,515	163,270,065	167,890,065	164,450,000	169,334,000	854,000,000	1,690,081,645
Site Acquisition							
Site Acquisition	6,679,283	-	-	-	-	-	6,679,283
Site Acquisition - ST	2,188,640	-	11,520,000	-	11,160,000	-	24,868,640
Facility Leases - ST	500,000	500,000	500,000	500,000	500,000	2,500,000	5,000,000
Total Site Acquisition	9,367,923	500,000	12,020,000	500,000	11,660,000	2,500,000	36,547,923
Contingency							
Capital Contingency	54,828,823	-	-	6,420,719	5,244,165	61,371,062	127,864,769
Reserve for Future Years	3,626,574	810,681	-	-	-	96,287,946	100,725,201
Restricted Reserve	86,081	-	-	-	-	-	86,081
Sales Tax Reserves (ST)	17,767,828	-	-	-	-	37,283,835	55,051,663
Total Contingency	76,309,306	810,681	-	6,420,719	5,244,165	194,942,843	283,727,714
Total Other Items	\$ 256,814,744	\$ 164,580,746	\$ 179,910,065	\$ 171,370,719	\$ 186,238,165	\$ 1,051,442,843	\$ 2,010,357,282

FY 2018 - 2027 Capital Plan

Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Non-Construction Projects and Transfers							
Required Non-Construction Payments							
Charter School Capital Outlay - State	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000
Charter School Capital Outlay - Local	10,627,573	16,168,472	18,301,393	20,683,164	22,740,707	143,241,025	231,762,334
Property Insurance	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	40,000,000	80,000,000
Flood Insurance	350,000	350,000	350,000	350,000	350,000	1,750,000	3,500,000
Total Required Non-Construction Payments	22,477,573	24,518,472	26,651,393	29,033,164	31,090,707	184,991,025	318,762,334
Equipment							
Capital Projects:							
AV Equipment Replacement Fund	216,956	200,000	200,000	200,000	200,000	1,000,000	2,016,956
Choice Furnishings	242,984	125,000	125,000	125,000	125,000	625,000	1,367,984
County-Wide Furniture & Equipment	1,901,758	550,000	550,000	550,000	550,000	2,750,000	6,851,758
Musical Instruments	165,184	140,000	140,000	140,000	140,000	700,000	1,425,184
Subtotal Equipment Capital Projects	2,526,882	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	11,661,882
Transfers to General Fund:							
Transfer for Copier Maintenance	5,234,733	5,013,000	5,013,000	5,013,000	5,013,000	25,000,000	50,286,733
Transfer for Equipment Maintenance	335,000	125,000	125,000	125,000	125,000	625,000	1,460,000
Transfer for Library Software Support	110,000	110,000	110,000	110,000	110,000	550,000	1,100,000
Subtotal Equipment Transfers	5,679,733	5,248,000	5,248,000	5,248,000	5,248,000	26,175,000	52,846,733
Total Equipment	8,206,615	6,263,000	6,263,000	6,263,000	6,263,000	31,250,000	64,508,615
Facility Renewal Projects							
Capital Projects:							
Bleachers - ST	263,500	440,200	1,528,100	2,704,900	1,686,400	917,500	7,540,600
Building Envelope - ST	8,266,800	5,182,340	7,910,462	7,680,224	9,809,930	56,839,621	95,689,377
Compliance - ST	5,019,831	6,024,411	9,035,866	6,160,869	10,113,402	33,664,814	70,019,193
Custodial Equipment - ST	171,704	227,287	290,857	245,180	332,571	2,401,867	3,669,466
Fencing - ST	738,290	803,688	1,026,046	854,170	970,882	3,883,905	8,276,981
Fire/Life/Safety - ST	5,043,278	3,091,913	3,882,288	5,335,456	8,967,041	23,617,906	49,937,882
Furniture Replacement - ST	2,349,989	1,992,600	2,409,388	3,358,344	3,796,150	22,710,277	36,616,748
HVAC - ST	26,636,658	21,940,555	26,270,568	28,961,622	43,866,940	67,397,080	215,073,423
Intercom/Sound Systems - ST	2,632,120	2,676,008	2,187,822	4,092,028	5,677,576	6,815,853	24,081,407
Interior Repair/Improvement - ST	14,665,283	13,827,806	15,043,496	18,637,562	21,843,471	67,824,288	151,841,906
Lighting - ST	3,244,029	4,152,419	6,320,789	6,916,277	9,966,509	15,252,079	45,852,102
Parking Lots/Roads - ST	2,212,025	1,766,431	3,491,089	3,523,258	3,958,181	16,305,861	31,256,845
Playfields and Exterior Repairs/Improvements - ST	2,707,280	2,349,360	2,792,020	3,875,120	4,016,588	14,131,640	29,872,008
Plumbing - ST	12,786,180	9,762,985	11,462,836	12,737,243	16,845,228	36,855,543	100,450,015
Roofs - ST	16,194,492	12,543,437	5,905,216	10,424,100	17,302,445	33,940,616	96,310,306
Total Facility Renewal Projects	102,931,458	86,781,440	99,556,843	115,506,353	159,153,314	402,558,850	966,488,258
Other Facility Projects							
Capital Projects:							
Building Envelope	1,442,921	-	-	-	-	-	1,442,921
Compliance	623,568	-	-	-	-	-	623,568
Custodial Equipment	320,353	-	-	-	-	-	320,353
Environmental Services	2,108,368	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	20,108,368
Fire Life Safety	2,256,606	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000	13,056,606
Flood / Fire / Tornado	866,434	-	-	-	-	-	866,434
Forest High School Bleachers	-	1,000,000	-	-	-	-	1,000,000
HVAC	10,354	-	-	-	-	-	10,354
HVAC - WT Dwyer HS	1,943,287	-	-	2,000,000	-	-	3,943,287
Interlocal Agreements	146,622	-	-	-	-	-	146,622
Interlocal Agreements-JFES sewer	350,000	-	-	-	-	-	350,000
Media Centers	2,570,000	2,970,000	2,970,000	2,970,000	2,970,000	14,850,000	29,300,000
Minor Projects	4,510,911	1,000,000	1,000,000	1,500,000	2,000,000	10,000,000	20,010,911
Portable Leasing	100,721	-	-	-	-	-	100,721
Relocatables - Relocation	1,876,967	1,000,000	1,000,000	1,500,000	2,000,000	10,000,000	17,376,967
Relocatables - Walkway Canopies	421,341	-	-	-	-	-	421,341
Roofs	1,164	-	-	-	-	-	1,164
School Center Funds	322,845	-	-	-	-	-	322,845
Storm Recovery (FEMA)	116,522	-	-	-	-	-	116,522
Traffic Improvements	63,490	-	-	-	-	-	63,490
Subtotal Other Facility Capital Projects	20,052,474	9,170,000	8,170,000	11,170,000	10,170,000	50,850,000	109,582,474
Transfers to General Fund:							
Transfer for Building Envelope Maintenance	1,219,520	2,219,520	2,219,520	2,219,520	2,219,520	11,097,600	21,195,200
Transfer for Capital Project Support	462,514	285,268	285,268	285,268	285,268	1,426,340	3,029,926
Transfer for Environmental Control	1,019,781	1,009,899	1,009,899	1,009,899	1,009,899	5,049,495	10,108,872
Transfer for Fire/Life/Safety	1,350,280	2,064,280	1,564,280	1,564,280	1,564,280	7,821,400	15,928,800
Transfer for Hurricane Prep	18,900	50,000	50,000	50,000	50,000	250,000	468,900
Transfer for HVAC Maintenance	3,886,560	3,686,560	3,686,560	3,686,560	3,686,560	12,180,300	30,813,100
Transfer for ITV Towers	96,000	106,000	106,000	106,000	106,000	530,000	1,050,000
Transfer for Maintenance of Fulton Holland	458,162	-	-	-	-	-	458,162
Transfer for Maintenance of Facilities	34,001,015	35,128,169	48,250,169	50,201,158	56,518,615	351,226,583	575,325,709
Transfer for Maintenance Projects	1,006,970	-	-	-	-	-	1,006,970
Transfer for Preventative Maintenance	2,769,502	3,224,244	3,224,244	3,224,244	3,224,244	16,121,220	31,787,698
Subtotal Facilities Transfers	46,289,204	47,773,940	60,395,940	62,346,929	68,664,386	405,702,938	691,173,337
Total Facilities	\$ 66,341,678	\$ 56,943,940	\$ 68,566,940	\$ 73,516,929	\$ 78,834,386	\$ 458,552,938	\$ 800,755,811

FY 2018 - 2027 Capital Plan

Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Non-Construction Projects and Transfers							
Security							
Capital Projects:							
Security Projects - ST	\$ 3,124,750	\$ 3,094,750	\$ 3,074,750	\$ 3,064,750	\$ 3,064,750	\$ 15,303,750	\$ 30,727,500
School Facility Security Projects	4,864,106	-	-	-	-	-	4,864,106
School Security Projects	1,068,604	339,800	359,800	369,800	369,800	1,869,000	4,376,804
Subtotal Security Projects	9,057,459	3,434,550	3,434,550	3,434,550	3,434,550	17,172,750	39,968,409
Transfers to General Fund:							
Transfer for Security	2,300,277	2,300,277	2,300,277	2,300,277	2,300,277	11,420,036	22,921,421
Subtotal Security Transfers	2,300,277	2,300,277	2,300,277	2,300,277	2,300,277	11,420,036	22,921,421
Total Security	11,357,736	5,734,827	5,734,827	5,734,827	5,734,827	28,592,786	62,889,830
Educational Technology							
Capital Projects:							
Classroom Technology - ST	6,650,000	22,088,000	2,400,000	-	-	49,823,560	80,961,560
Classroom Technology - ST	19,118,440	-	-	-	-	-	19,118,440
Classroom Technology	97,946	-	-	-	-	-	97,946
Digital Divide	93,067	20,000	20,000	20,000	20,000	100,000	273,067
Technology Tools	1,682	-	-	-	-	-	1,682
Subtotal Education Technology Projects	25,961,135	22,108,000	2,420,000	20,000	20,000	49,923,560	100,452,695
Transfers to General Fund:							
Transfer for Blackboard Engage (Edline/Gradequick)	895,054	-	-	-	-	-	895,054
Transfer for Equipment Maintenance	300,000	200,000	200,000	200,000	200,000	1,250,000	2,350,000
Transfers for Data Warehouse (9054)	1,595,706	1,905,409	1,905,409	1,905,409	1,905,409	9,527,045	18,744,387
Transfers for Data Warehouse (9049, 9229)	188,632	188,632	188,632	188,632	188,632	943,160	1,886,320
Subtotal Educational Technology Transfers	2,979,392	2,294,041	2,294,041	2,294,041	2,294,041	11,720,205	23,875,761
Total Educational Technology	28,940,527	24,402,041	4,714,041	2,314,041	2,314,041	61,643,765	124,328,456
Technology							
Capital Projects:							
Computer Refresh	7,579,921	6,842,760	6,842,760	9,228,746	9,358,858	74,160,570	114,013,615
Cyber & Network Security	2,618,182	1,700,000	5,700,000	3,700,000	700,000	15,375,000	29,793,182
Data Center Optimization	817,273	165,375	173,644	685,966	675,000	2,003,799	4,521,057
Back-End Infrastructure - ST	1,199,109	550,000	-	-	1,300,000	7,489,800	10,538,909
Disk Storage - Infrastructure	8,789,800	250,000	1,050,000	800,000	-	5,510,200	16,400,000
Enterprise Software	400,000	200,000	250,000	200,000	200,000	1,250,000	2,500,000
Hardware/Software	150,675	81,034	85,085	89,340	93,807	538,558	1,038,499
Wireless Infrastructure - ST	1,719,299	-	-	-	-	-	1,719,299
School Network Routers & Switches - ST	535,104	-	-	-	5,439,700	5,760,300	11,735,104
Networks	2,964,513	2,200,000	1,150,000	1,150,000	9,460,300	8,864,700	25,789,513
School Phone Systems & PBX - ST	4,500,000	-	-	-	1,400,000	100,000	6,000,000
Phone System Upgrade	-	100,000	100,000	100,000	3,100,000	400,000	3,800,000
School & District Servers - ST	272,056	399,200	300,000	-	500,000	1,250,800	2,722,056
Servers	50,824	1,150,800	50,000	100,000	-	949,200	2,300,824
Student System Replacement	3,946,846	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	17,446,846
Subtotal Technology Projects	35,543,602	15,139,169	17,201,489	17,554,052	33,727,665	131,152,927	250,318,904
Transfers to General Fund:							
Transfer for Application Systems	2,244,988	2,186,823	2,201,246	2,781,442	2,929,241	16,687,360	29,031,100
Transfer for Business Operating Systems	1,763,984	1,852,842	1,852,842	2,364,748	2,482,986	13,967,725	24,285,127
Transfer for CAFM	984,549	746,719	746,719	1,075,156	1,151,017	6,751,356	11,455,516
Mass Notification System	-	163,875	163,875	163,875	163,875	819,375	1,474,875
WCMS Web Content Mgmt Sys	193,156	129,156	129,156	129,156	129,156	645,780	1,355,560
Mobile App	68,300	49,300	49,300	49,300	49,300	246,500	512,000
Transfer for ERP	3,549,335	3,506,451	3,506,451	4,475,219	4,698,980	26,433,522	46,169,958
Transfer for IT Security	811,275	1,081,628	1,081,628	1,402,142	1,476,173	8,353,101	14,205,947
Transfer for Portal Project	51,558	56,330	56,330	71,893	75,488	424,645	736,244
Transfer for Project Management Initiative	38,102	436,421	436,421	436,421	436,421	2,182,105	3,965,891
Transfer for School Center Admin Technology	348,812	618,323	618,323	789,154	828,612	4,861,254	7,864,478
Transfer for Secondary Tech Maintenance	3,199,014	3,097,655	3,097,655	3,953,480	4,151,154	23,351,799	40,850,757
Transfer for Strategic Initiatives	317,789	317,789	317,789	317,789	317,789	1,588,945	3,177,890
Transfer for System Lifecycle Management	-	-	-	-	-	-	-
Endpoint Security	636,410	975,000	975,000	1,244,375	1,306,593	7,350,077	12,487,455
Transfer for Technology Infrastructure	9,101,285	8,247,077	8,247,077	11,361,539	11,921,281	66,957,432	115,835,691
Subtotal Technology Transfers	23,308,557	23,465,389	23,479,812	30,615,689	32,118,066	180,420,976	313,408,489
Total Technology	\$ 58,852,159	\$ 38,604,558	\$ 40,681,301	\$ 48,169,741	\$ 65,845,731	\$ 311,573,903	\$ 563,727,393

FY 2018 - 2027 Capital Plan

Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Non-Construction Projects and Transfers							
Transportation							
Capital Projects:							
School Buses - ST	\$ 13,558,373	\$ 9,097,600	\$ 9,097,600	\$ 9,097,600	\$ 9,097,600	\$ 36,390,400	\$ 86,339,173
School Buses	-	-	-	-	-	9,097,600	9,097,600
Support Vehicles - ST	2,400,000	1,200,000	1,200,000	1,200,000	1,200,000	4,800,000	12,000,000
Support Vehicles	-	-	-	-	-	1,200,000	1,200,000
Support Vehicles (Reserve)	1,404,637	-	-	-	-	-	1,404,637
Transportation Equipment and Furnishings	740,333	-	-	-	-	-	740,333
Subtotal Transportation Projects	18,103,344	10,297,600	10,297,600	10,297,600	10,297,600	51,488,000	110,781,744
Transfers to General Fund:							
Transfer for Contracted Transportation	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	15,000,000
Transfer for Transportation Maintenance	6,411,560	6,401,595	6,401,595	6,401,595	6,401,595	32,007,975	64,025,915
Subtotal Transportation Transfers	7,911,560	7,901,595	7,901,595	7,901,595	7,901,595	39,507,975	79,025,915
Total Transportation	26,014,904	18,199,195	18,199,195	18,199,195	18,199,195	90,995,975	189,807,659
Sub-total Non-Construction Projects	214,176,354	147,945,759	142,095,482	158,997,555	217,818,129	708,221,087	1,589,254,366
Sub-total Non-Construction Transfers	110,946,296	113,501,714	128,271,058	139,739,695	149,617,072	859,938,155	1,502,013,990
Total Non-Construction Projects & Transfers	\$ 325,122,650	\$ 261,447,473	\$ 270,366,540	\$ 298,737,250	\$ 367,435,201	\$ 1,568,159,242	\$ 3,091,268,356
Total Capital Budget	\$ 818,116,908	\$ 487,300,331	\$ 598,585,252	\$ 470,107,969	\$ 645,553,283	\$ 2,760,795,165	\$ 5,780,458,908



MEMORANDUM

DATE: October 10, 2017

TO: Village Council

FROM: Bob Basehart

RE: Ordinance 2017-20 FY2017/2018 Annual CIE Element Review Update

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvement Element to update the Five-Year Capital Improvement Plan (CIP) for Level of Service (LOS) projects which were approved by Council on September 26, 2017 as part of the budget. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff has conducted the review and is proposing the following changes to Table CIE 1 of the Comprehensive Plan:

- Funding for the Reuse Water and Distribution Expansion has been proposed for the starting in FY 2019
- Acme 10 Year Flood Mitigation Program has been extended to be funded for FY 2018-2022
- 120th Avenue South Road Project, Aeroclub Multiuse Path Project, Saddle Trail Park Neighborhood Project, Pierson Road Realignment and Stribling/Pierson Road Roundabout have been completed.
- The Binks Pointe Multiuse Pathway, Equestrian Brown Trail Connector and the C1 Bridge Path Crossing has been merged and included under "Neighborhood Trails Program"
- The following Capital Improvements Projects (CIP) projects have been added as they are LOS projects approved on September 26, 2017 in the FY 2017/2018 CIP Budget:
 - Surface Water Management System improvements to various pump stations.
 - Turning Lane and Traffic Engineering to rework drainage at key intersections and complete Big Blue Trace turn lanes.
 - Village Park Field Improvements to include improvements and rebuilding of Park Fields 6, 7 and 21.
 - Public Work Facilities Improvements to include construction of equipment facility and fill retention pond at Public Works and other enhancement projects at Parks Maintenance
 - Safe Neighborhood Improvements include construction of a linear recreation area in the Folkestone/Yarmouth Neighborhoods

- South Shore Boulevard and Pierson Road Intersection improvements include widening intersection, re-align lanes to improve stacking and install larger drainage infrastructure
- Expand the parking area at the Tennis Center
- Renovate and improve baseball fields and facilities at Community Park
- Construct open space play areas at Greenbriar Park
- Construct a central warehouse at various other modifications at Utilities and Field Services

In addition, Table CIE 2 – School District of Palm Beach County Capital Improvement Schedule has been amended and is hereby adopted by reference as permitted by F.S. 163.3177(3)(b).

October 10, 2017 is the first reading of Ordinance 2017-20. The second hearing is scheduled for the October 24, 2017 Council Meeting.

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 1.0: *Undertake the capital improvements necessary to provide adequate infrastructure, in a timely and efficient manner to maintain a high quality of life within the limits imposed by sound fiscal practices.*

Objective 1.1: Use the capital improvements element to identify the capital facilities necessary to meet deficiencies, accommodate desired future growth and replace obsolete or worn-out facilities. In particular, The Wellington Council shall use this element to monitor public facility needs and to prepare an annual capital budget and an annually updated five-year program.

Policy 1.1.1: In setting priorities for capital improvement projects, the following criteria shall be considered by The Wellington Council:

- (1) Is the project necessary to eliminate public hazards or to protect or enhance the public's health, safety and/or welfare?
- (2) Is the project necessary to comply with a Federal, State or local mandate?
- (3) Is the project required to fulfill Wellington's obligation to provide public services to the community or achieve or maintain an adopted level of service, or eliminate an existing capacity deficit?
- (4) Do the project benefits accrue to the whole community or to a specific neighborhood or area?
- (5) Does the project enhance the efficiency or quality of service delivery?
- (6) Does the project otherwise conform with principles of sound municipal capital expenditure within the scope of the Council's legislative authority?
- (7) Such other criteria as The Wellington Council may choose.

Policy 1.1.2: Wellington shall prudently determine the amount of debt it assumes for capital improvements and other purposes. At a minimum Wellington shall not assume debt obligations which would exceed the legal limitations established by state laws.

Policy 1.1.3: Wellington shall maintain a current inventory of all Wellington and Acme Improvement District - owned capital facilities; the inventory shall include information on the type, capacity, location and condition of each facility and/or facility group.

Policy 1.1.4: Wellington shall regularly schedule inspections of all capital facilities to monitor and record conditions.

Policy 1.1.5: Wellington may use designated funding mechanisms such as special assessments thereby freeing general funds for Wellington - wide projects and operations.

Policy 1.1.6: Each year Wellington shall prepare and adopt a five-year capital improvements program and a one-year capital budget, to generally include all projects, which entail expenditures of at least \$25,000 and have a useful life span of at least three years. Staff studies, engineering studies and other appropriate studies shall form the basis for preparing the five-year capital improvement program and the one-year capital budget. Among items which are specifically authorized and encouraged by this policy are the following: sidewalk repair and replacement; roadway and right-of-way drainage; street lighting; traffic signs, traffic engineering, signalization, and pavement markings; and debt service and current expenditures for transportation capital projects in the foregoing program areas including construction or reconstruction of roads. The preceding list is intended to fulfill the requirement of state law that limit the expenditure of certain gas tax revenues to projects identified in the Capital Improvements Element and to otherwise be illustrative of appropriate expenditure categories. Other capital expenditures in related and different projects are hereby authorized.

Policy 1.1.7: Wellington will implement the level of service projects listed in the capital improvement program of this Capital Improvements Element according to the schedule listed in Table 1. The capital improvement program is updated annually.

Policy 1.1.8: Wellington has adopted a debt policy and will monitor and adhere to the adopted policy.

Objective 1.2: Achieve the coordination of land use decisions and available or projected fiscal resources with a schedule of capital improvements which maintains adopted level of service standards and meets existing and future facility needs. In particular, achieve coordinated Wellington use of: 1) existing and already approved development, 2) the Future Land Use Map 3) the financial analysis in this element; and 4) the established Level of Service Standards in both reviewing development applications and in preparing the annual schedule of capital improvements.

Policy 1.2.1: The following Level of Service (LOS) standards shall be maintained:

- (1) **Streets:** Wellington shall regulate the timing of development for the purpose of maintaining at least the following peak hour level of service standards on streets and roads that lie within its municipal boundaries:

Street or Road	LOS	Qualifying criteria
State Road 7/US 441	D	or as otherwise allowed and mandated by the Florida Department of Transportation
Forest Hill Boulevard	D	or as otherwise allowed by applicable traffic standards.
All Wellington local, collector and arterial streets and roads	D	
All Wellington rural collector and arterial streets and roads	E	

- (2) **Public Transit:** Transit level-of-service standards as adopted by Palm Beach County are hereby adopted by reference and Wellington hereby makes a legislative determination that such standards are adopted in coordination with motorized traffic level-of-service standards as set forth in Policy 1.1 of the Traffic Circulation Sub-Element above.
- (3) **Paratransit Services:** Paratransit level-of-service standards as adopted by Palm Beach County are hereby adopted by reference. Wellington shall encourage Palm Beach County to maintain existing levels of service and to expand service to keep pace with population growth within Wellington.
- (4) **Sanitary Sewers:** The sanitary sewer system's rated capacity shall be at least 111 percent of "maximum day flow" of the preceding year. The sanitary sewer generation standard shall be 93 gallons per capita per day maximum 3-month daily average based on the total population served. The effluent standard shall be as required by governing state and federal authorities (Florida Department of Environmental Protection and Federal Environmental Protection Agency). State law requires that planning for capacity increase commence when the treatment facility capacity is projected to be reached in five years, the facility be in the design phase when the treatment facility capacity is projected to be reached in four years and the facility shall be in for permit when the treatment facility capacity is projected to be reached in three years. The sludge standard shall be as required by governing state and local authorities (Florida Department of Environmental Protection and the Federal Environmental Protection Agency). [Scrivener's note: The per capita generation standard reported at page A-49 of the Palm Beach County EAR is 70 gallons per capita per day. However, the actual generation is about 71 gallons based on the Acme service area population as given in the 1994 Capacity Analysis Report prepared by Hazen and Sawyer, P.C.]
- (5) **Potable Water:** In accordance with the State of Florida's 2005 legislative requirement, Wellington has created a 10-year Water Supply Facilities Work Plan (Work Plan) to be included as a part of the Comprehensive Plan. The Work Plan is included as a sub-element of the Infrastructure Element. The Work Plan identifies sources of traditional and alternative water supply projects and conservation and reuse programs as well as financial planning, facilities master planning, permitting, and efforts in coordinating in multi-jurisdictional projects.

Florida Statutes require that the Five-Year Schedule of Capital Improvements include any water supply, reuse, and conservation projects and programs that will be implemented during the five-year period.

- (6) The Capital Improvements Schedule contained within the Work Plan identifies both projects scheduled to be completed within the next five (5) years to enable Wellington to meet its LOS for potable water and also to prepare for future demands. The schedule and allocation of funds for all current and future water supply projects, conservation projects, and reuse projects is included as Table 11 of the Work Plan. The table details the projects and identifies the funding sources.
- (7) **Drainage:** All residential and nonresidential development and redevelopment, including annexed properties, shall adequately accommodate runoff to meet all Federal, state and local requirements. Wellington hereby adopts the water quality standards included in Chapter 62 F.A.C. and shall ensure that storm water shall be treated in accordance with the provisions of Chapter 62, FAC in order to meet receiving water standards in Chapter 62 FAC one inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff. Wellington shall insure that annexed properties meet the standards contained herein or do not otherwise have a negative impact on Wellington's ability to meet stormwater quantity and quality requirements.
- (8) **Solid Waste:** The solid waste disposal system shall maintain a minimum of five years capacity. For Wellington planning purposes, a generation rate of 7.1 pounds per person per calendar day shall be used.
- (9) **Public Buildings:** 0.57 square foot of public buildings per capita.
- (10) **Public Schools:** The School District of Palm Beach County shall maintain minimum level of service standards for public school facilities, as defined in the Public School Facilities Element and the Interlocal Agreement. In the case of public school facilities, the issuance of development orders, development permits or development approvals shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service standards.

Objective 1.3 Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards. This objective shall be made measurable through its implementing policies.

Policy 1.3.1: On November 10, 1998, and on January 24, 2004, Wellington adopted or amended impact fees and on March 1, 1999, commenced collecting those fees for all new construction. Wellington will continue to collect impact fees to ensure that future development bears a proportionate cost of facility development.

Objective 1.4 Wellington shall demonstrate its ability to provide or require provision of the needed improvements identified in this plan and to manage the land development process so that public facility needs created by previously issued development orders or future development orders do not exceed the ability of Wellington to fund or require these improvements. This objective shall be made measurable through its implementing policies.

Policy 1.4.1: Concurrency management system formulas shall include the public facility demands to be created by “committed” development and the capital improvement schedule shall include the project implications of such committed development to assure facilities are provided concurrent with the impact of development.

Policy 1.4.2: Wellington shall not give development approval to any new construction, redevelopment or renovation project which creates a need for new or expanded public capital improvement unless the project pays its proportional share of the costs of these improvements which shall be at least equal to the impacts of the project.

Policy 1.4.3: Wellington shall maintain and improve as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless: 1) the public facilities necessitated by a development (in order to meet level of service standards specified in the Traffic Circulation, Recreation and Open Space and Infrastructure Policies) are in place; or 2) the development permit is conditioned on an assurance that the necessary facilities will be in place concurrent with the impact of development. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately.

Policy 1.4.4: For public school facilities, when a development includes a residential component, the developer shall provide Wellington a determination of capacity by the School District of Palm Beach County showing that the proposed development will meet the public school facilities level of service. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA. A determination by the School District is not required for existing single-family lots of record, in accordance with the Public School Facilities Policy 1.1-h and Capital Improvement Element. Concurrency management for public schools shall be consistent with the requirements of the Public School Facilities Element of this Comprehensive Plan.

CAPITAL IMPROVEMENT ELEMENT IMPLEMENTATION SYSTEMS

Five-Year Schedule of Capital Improvements: Wellington shall identify a schedule of Capital Improvements. Exhibit CIE 1 of the Capital Improvements Element is the current (2014-15 fiscal budget year) schedule of improvements. Annually as part of Wellington’s

budget review, the 5 year schedule of improvements shall be reviewed including the Palm Beach County School District's most recently adopted 5 Year Plan. The Palm Beach County School District's 5 Year Capital Improvement schedule for the current fiscal year (2014-2015) is reflected in CIE Exhibit "2". Any necessary updates to the schedule shall be adopted by resolution of Wellington's Council. Exhibit CIE 1 and CIE 2 shall be revised in accordance with the annually adopted resolution.

Other Programs: Other principal programs needed to implement this Element are as follows:

- (1) Continued annual capital programming and budgeting including use of the project selection criteria contained in Policy 1.1.
- (2) Continued annual review and revision of this element.
- (3) Enactment and enforcement of land development code provisions to assure conformance to the "concurrency" requirements relative to development orders, levels of service and public facility timing as outlined below.

Monitoring and Evaluation: The Wellington Manager or designee shall annually prepare a status report on this Capital Improvement Element for submittal to Wellington Council. The primary purpose shall be to update the five-year schedule including the basis for the next year's capital budget. The project evaluation criteria shall be used in the project list review and special attention shall be devoted to maintenance of the level of service standards. This entire evaluation process shall be integrated into Wellington's annual budget process.

Concurrency Management: Concurrency management shall be implemented as articulated in Capital Improvement Element Policy 1.4.3 and as indicated in the adopted Capital Improvements Plan Implementation Program & Concurrency Management System below.

MONITORING, UPDATING AND EVALUATION PROCEDURES

Revised Objectives and Policies: As a part of this EAR process, amendments to the goals, measurable objectives and policies based upon the above review, focusing on the 2014-2019 period but also including longer term objectives. The citizen participation procedures required by Florida law shall be used in amending the Plan.

**CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION PROGRAM
&
CONCURRENCY MANAGEMENT SYSTEM**

To ensure the implementation of the adopted Comprehensive Plan, Wellington has developed the following program to ensure implementation of the capital improvement plan outlined in the Capital Improvement Element, and that the facilities and services needed to support development be concurrent with the impacts of such development.

Definitions

- (1) Concurrency - means that the necessary public facilities and services to maintain the adopted level of service standards are available or will be in place when impacts of the development occur.
- (2) Concurrency Management System - means the procedures and/or process that Wellington will utilize to assure that no development orders and permits will be issued which result in a reduction of the adopted level of service standards at the time that the development occurs.
- (3) Land Development Order - means any order granting, denying, or granting with conditions an application for a building permit, zoning permit, subdivision approval, rezoning, conditional use, variance or any other official action of Wellington having the effect of permitting the development of the land.

The system as defined herein is known as Wellington's Concurrency Management System. The following facilities are included in the system: roadways, potable water, sanitary sewer, solid waste, solid waste recycling and collection, drainage and recreation. Wellington has direct control over local roadways, potable water, sanitary sewer, solid waste recycling and collection services, and drainage and recreation facilities. Palm Beach County is responsible for arterial roadways.

CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION PROGRAM

Wellington will annually prepare an updated five-year schedule of capital improvements. As part of the process, it shall include a review and analysis of Wellington's financial condition and shall include an updated projection of revenues which takes into account any changes in potential revenue sources that had been anticipated to fund scheduled improvements. In addition, it will incorporate any new capital improvements needs that have arisen since the last update. The analysis shall also include a discussion of any change in improvement prioritization.

Five-Year Evaluation. The required five-year evaluation and appraisal report shall address the implementation of the goals, objectives and policies of the Capital Improvement Element.

CONCURRENCY MANAGEMENT SYSTEM

Facility Capacity Determinations: The determination that there is adequate facility capacity for a proposed project shall be based on a formulation such as $(A + B) \text{ minus } (C + D + E)$ shall be greater than zero, where

- (A) Equals the total **design capacity** of existing facilities;
- (B) Equals the total **design capacity** of any **planned new facilities** that will become available concurrent with the impact of the proposed development;
- (C) Equals existing demand on facilities measured as traffic volumes, sewer and water flows or population;
- (D) Equals committed demand from approved projects that are not yet constructed; and
- (E) Equals the demand anticipated to be created by a proposed project.

Criteria for Measuring the Design Capacity of Existing and Planned New Facilities: The design capacity of existing and planned new facilities shall be determined as follows:

- (1) Sewage: the capacity of Wellington's sewage treatment system.
- (2) Water: the capacity of Wellington's water treatment and storage system.
- (3) Solid Waste: the capacity of Wellington's disposal system.
- (4) Drainage: The on-site detention capability and/or storm sewer capacity.

- (5) Roadways: The standard for measuring highway capacities shall be the Florida DOT Table of Generalized Two-Way Peak Hour Volumes for Urbanized Areas or other techniques that are compatible to the maximum extent feasible with FDOT standards and guidelines. The measurement of capacity may also be determined by engineering studies, provided that analysis techniques are technically sound and acceptable to the Wellington Engineer.
- (6) Recreation: Measurement shall be based on recreation data in the Comprehensive Plan plus the latest Wellington population estimate with any necessary interpretation provided by the Wellington Manager or designee thereof.
- (7) Transit: The County Transit Agency bus schedules for routes within Wellington.
- (8) Public Schools: The School District of Palm Beach County shall determine whether the level of service for public school facilities can be achieved and maintained.

Criteria for Counting the Capacity of Planned New Facilities: The capacity of planned new facilities may be counted only if one or more of the following can be demonstrated:

Facilities counted for water, sewer, solid waste and drainage: 1) the necessary facilities are in place and available at the time a certificate of occupancy is issued, or 2) such approval is issued subject to the condition that the necessary facilities will be in place and available when the impacts of development occur, or 3) the new facilities are guaranteed in an enforceable development agreement to be in place when the impacts of development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order pursuant to Chapter 380, Florida Statutes (the Development of Regional Impact Authorization).

Facilities counted for recreation: 1) the same as set forth above for water, sewer, solid waste and drainage, except that construction may begin up to one year after issuance of a certificate of occupancy; or 2) the new facilities are the subject of a binding executed contract for the construction to be completed within one year of the time the certificate of occupancy is issued.

Facilities counted for traffic: The same as set forth above for water, sewer, solid waste and drainage, except that construction may begin up to three years after approval date.

Facilities counted for public schools: 1) the construction of the facilities or provisions of services is the subject of a binding and guaranteed contract for the time that the Development Order is issued with School District of Palm Beach County; or 2) the phasing and construction of the improvements are made binding conditions of approval of the Development Order or Development Permit; or 3) construction

appropriations are specified within the first three years of the most recently approved School District of Palm Beach County Six Year Capital Improvement Schedule, as reflected in Public Education Element which shall reflect the addition of FISH capacity for each school as shown in Appendix A Concurrency Service Area Table; or 4) in accordance with Policy 1.4.4 and upholding the exception detailed therein, prior to issuance of a Development Order/permit, the School District of Palm Beach County shall determine that the level of service for public school facilities can be achieved and maintained. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or in an immediately adjacent CSA.

Population utilized: Capacity computations shall be based on the latest population enumeration or estimate for level of service standards, which are based on population.

Responsibility for Concurrency Monitoring System: The manager or designee thereof shall be responsible for monitoring facility capacities and development activity to ensure that the concurrency management system data base is kept current, *i.e.*, includes all existing and committed development. This database shall be used to systematically update the formulas used to assess projects. An annual report shall be prepared.

Capacity Reservation: Any development permit application, which includes a specific plan for development, including densities and intensities, shall require a concurrency review. Compliance will be finally calculated and capacity reserved at the time of final action on a design review or building permit if no design review is required or enforceable developer agreement. Applications for development permits shall be chronologically logged upon approval to determine rights to available capacity. A capacity reservation shall be valid for a time to be specified in the land development code; if construction is not initiated during this period, the reservation shall be terminated.

Project Impact or Demand Measurement: The concurrency management user's procedural guide (a supplement to the land development code) will contain the formulas for calculating compliance, plus tables which provide generation rates for water use, sewer use, solid waste and traffic, by land use category. Alternative methods acceptable to the Wellington Manager or designee thereof may also be used by the applicant. For example, traffic generation may be based upon the Institute of Transportation Engineer's "Trip Generation" manual.

Table CIE 1 - Wellington Capital Improvement Plan 5 years: 2016/2017 through 2021/2022 Level of Service Projects

Project	Location	Description	Funding Year	Funding Source	Funding Status	Budget
Reuse Water Distribution Expansion	Village Wide	Expand reuse water system	FY 2019 - 2022	Collected Wastewater Capacity Fees	Deferred <u>Proposed</u>	\$2,000,000 <u>\$3,600,000</u>
ACME 10 Year Flood Mitigation Program	Canals: C2, C8, C9, C24, C13 Roadways: Forest Hill Blvd, Wellington Trace East	Improved conveyance and roadway drainage.	FY 2013/2014 FY 2018 - 2022	Drainage Assessments	Committed	\$12,200,000 <u>\$3,700,000</u>
120th Avenue South Road Project	120 th Avenue South	Pave approximately 5,200 LF of existing shellrock roadway from 50 th Street to Lake Worth Road.	FY 2015/2016	Collected General Fund Revenues and Road Impact Fees	Committed <u>Completed</u>	\$1,885,000
Aeroclub Multiuse Path Project	Aeroclub	Construct approximately new 2.1 mile multiuse path	FY 2015/2016	Collected General Fund Revenues	Committed <u>Completed</u>	\$675,000
Saddle Trail Park Neighborhood Project	Saddle Trail Park South of Greenbriar Boulevard	Pave approximately 3.31 miles of existing shellrock roads and install approximately 3.31 miles of new water distribution piping and appurtenances.	FY 2015/2016	Special Assessments	Committed <u>Completed</u>	\$5,400,000
Binks Pointe Multiuse Pathway	Binks Forest Drive trail to Flying Cow Pathway	Install multiuse pathway from Binks Pointe development to connect to Wellington Environmental Preserve.	FY 2015/2016	Committed Grant Funding, Special Assessments and Developer Contributions	Committed	\$370,000
Pierson Road Realignment	Pierson Road	Shift road north between Santa Barbara and Southfields to continue bridle trail.	FY 2015/2016	Collected General Revenues	Committed <u>Completed</u>	\$350,000
Stribling/Pierson Roundbout	Intersection of Pierson Road and Stribling Way	Construct new roundabout for traffic control.	FY 2015/2016	Collected Road Impact Fees	Committed <u>Completed</u>	\$450,000

CAPITAL IMPROVEMENTS ELEMENT

Equestrian Brown Trail Connector	Wellington Trace at C-15 Canal and C-11 Canal	Culvert and bridle trail installation	FY 2015/2016	Committed Grant Funding, Special Assessments	Committed	\$400,000
Surface Water Management System Improvements	Various Pump Stations	Add variable frequency drives and trash rakes to some pump stations projects <u>Feasibility study for debris removal device installation at PS #5 and reconstruction of PS #2.</u>	FY 2016/2017 2017/2018	Special Assessments	Committed	\$800,000
Turn Lanes & Traffic Engineering	Big Blue Trace/Barberry Drive and Big Blue Trace/Wiltshire Drive Intersections Pierson Road and South Shore	Construct added turn lanes and rework drainage at Big Blue/Barberry and Big Blue/Wiltshire intersections (add \$750,000 to current budget); Extend turn lane at Pierson and South Shore <u>Construct added turn lanes and rework drainage at key intersections.</u> <u>Complete Big Blue turn lanes in progress and identify future projects in FY 2018.</u>	FY 2016/2017 2018 - 2022	Gas Taxes and Municipal Revenue Sharing Proceeds	Committed	\$1,000,000 <u>\$1,962,000</u>
Road and Pathway Circulation Expansion	Various Areas	Enhancements to the Village transportation system, focusing on non-vehicular connections to key destinations	FY 2016/2017	Grant Funding and Impact Fees	Committed	200,000
C1 Bridle Path Crossing Neighborhood Trails Program	<u>C1 Canal</u>	Construct culvert crossing at C1 canal, bridle crossing at Flying Cow Rd and 1,500 lf of bridle trail along Flying Cow Rd (potential grant) In FY 2017 and FY 2018, complete the <u>Brown Trail connector (\$200,000 grant), the Binks Point multiuse pathway and canal crossing (\$312,000 grant), the White Trail</u>	<u>FY 2018 - 2022</u>	<u>Grant Funding and General Fund Revenues</u>	<u>Proposed Committed</u>	<u>\$2,036,000</u>

		<u>crossing and footing, and the Yellow Trail from South Shore to Southfields.</u>				
<u>Village Park Field Improvements</u>	<u>Park Fields #6, #7, and #21 will be rebuilt and improved.</u>	<u>Improvements to fields and major equipment additions to ensure the quality standard of recreational programs and facilities.</u>	<u>FY 2017/2018</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$1,485,000</u>
<u>Public Works Facilities Improvements</u>	<u>Public Works and Parks Maintenance</u>	<u>Construct equipment storage facility at Public Works complex and fill retention pond. Enhancements to the Parks Maintenance Complex at Village Park</u>	<u>FY 2019 - 2022</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$1,500,000</u>
<u>Safe Neighborhood Improvements</u>	<u>Folkestone/Yarmouth Neighborhoods</u>	<u>Construct a linear recreation area in Folkestone/Yarmouth and install defensive measures elements (lighting, landscape, sidewalks, etc) in transitional neighborhoods</u>	<u>FY 2017/2018</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$250,000</u>
<u>South Shore Blvd & Pierson Road Intersection Improvements</u>	<u>South Shore and Pierson Road</u>	<u>Widen intersection, align lanes, improve stacking and install larger drainage infrastructure</u>	<u>FY 2018-2022</u>	<u>Gas Taxes and Road Impact Fees</u>	<u>Committed</u>	<u>\$1,976,827</u>
<u>Tennis Center Parking</u>	<u>Tennis Center</u>	<u>Build expanded paved parking area to prevent grass parking resulting from increased facility use.</u>	<u>FY 2017/2018</u>	<u>General Fund Revenues</u>	<u>Committed</u>	<u>\$500,000</u>
<u>Community Park Improvements</u>	<u>Community Park</u>	<u>Renovate and improve baseball fields, spectator areas and restrooms</u>	<u>FY 2017/2018</u>	<u>Sales Surtax</u>	<u>Committed</u>	<u>\$2,583,000</u>
<u>Greenbriar Park Field Improvements</u>	<u>Greenbriar Park</u>	<u>Add open space play areas</u>	<u>FY 2019 - 2022</u>	<u>Sales Surtax</u>	<u>Proposed</u>	<u>\$1,000,000</u>
<u>Utilities General Facilities Improvements</u>	<u>Utility and Field services facilities</u>	<u>Construction of a central warehouse, field services building modifications and construction of equipment canopies.</u>	<u>FY 2019 - 2021</u>	<u>Utility Operating Revenues</u>	<u>Committed</u>	<u>\$2,465,000</u>

Table CIE 2 - School District of Palm Beach County Capital Improvement Schedule**FY 2018 - 2027 Capital Plan Summary**
*Wednesday, September 6, 2017***Revenues**

	EY 2018	EY 2019	EY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
State Sources							
Charter School Capital Outlay	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000
CO & DS	4,754,008	4,754,008	4,754,008	4,754,008	4,754,008	23,770,040	47,540,080
Fuel Tax Proceeds	150,000	150,000	150,000	150,000	150,000	750,000	1,500,000
PECO Bonds - Const.	-	-	1,095,490	3,878,932	4,862,378	5,477,450	15,314,250
PECO Bonds - Maintenance	2,706,935	2,706,935	2,706,935	2,706,935	2,706,935	13,534,675	27,069,350
Subtotal State Sources	11,110,943	7,610,943	8,706,433	11,489,875	12,473,321	43,532,165	94,923,680
Local Sources							
Local Capital Improvement (1.5 mil)	273,838,683	291,430,428	306,967,298	323,106,391	339,407,681	1,959,551,069	3,494,301,550
Fund Balance Carried Forward	151,029,101	-	-	-	-	-	151,029,101
Reserve for Future Years	29,162,988	3,626,574	810,681	-	-	96,287,946	129,888,189
Impact Fees	5,390,000	5,643,000	5,643,000	5,643,000	5,643,000	36,752,650	64,714,650
Interest Income	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000	10,000,000
Miscellaneous Revenue	11,250	-	-	-	10,000,000	-	10,011,250
Transfers from General Fund	162,895	-	-	-	-	-	162,895
Subtotal Local Sources	460,594,917	301,700,002	314,420,979	329,749,391	356,050,681	2,097,591,665	3,860,107,635
Other Revenue Sources							
Certificates of Participation	188,443,432	33,340,896	148,828,647	-	93,039,917	58,910,040	522,562,932
Equipment Lease	19,118,440	-	-	-	-	-	19,118,440
Sales Tax Revenue	119,249,758	122,827,251	126,512,069	130,307,431	134,216,654	650,633,058	1,283,746,221
Short Term Financing	19,599,418	21,821,239	117,124	(1,438,728)	49,772,710	(89,871,763)	-
Subtotal Other Revenue Sources	346,411,048	177,989,386	275,467,840	128,868,703	277,029,281	619,671,335	1,825,427,593
Total Revenues	\$ 818,116,908	\$ 487,300,331	\$ 598,585,252	\$ 470,107,969	\$ 645,553,283	\$ 2,760,795,165	\$ 5,780,458,908

Budget Summary

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023 - 2027	FY 2018 - 2027
Construction Projects							
Addition and Remodeling Projects	\$ 24,158,916	\$ 43,845,046	\$ 30,167,650	\$ -	\$ -	\$ -	\$ 98,171,612
Modernization and Replacement Projects	72,887,477	17,427,066	118,140,997	-	-	141,193,080	349,648,620
New Schools	139,133,120	-	-	-	91,879,917	-	231,013,037
Subtotal Construction Projects	236,179,513	61,272,112	148,308,647	-	91,879,917	141,193,080	678,833,270
Other Items							
Site Acquisition	9,367,923	500,000	12,020,000	500,000	11,660,000	2,500,000	36,547,923
Capital Contingency	54,914,904	-	-	6,420,719	5,244,165	61,371,062	127,950,850
Sales Tax Reserve	17,767,828	-	-	-	-	37,283,835	55,051,663
Reserve for Future Years	3,626,574	810,681	-	-	-	96,287,946	100,725,201
Subtotal Other Items	85,677,229	1,310,681	12,020,000	6,920,719	16,904,165	197,442,843	320,275,637
Non-Construction							
Equipment	2,526,882	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	11,661,882
Facility Renewal	102,931,458	86,781,440	99,556,843	115,506,353	159,153,314	402,558,850	966,488,258
Facilities	20,052,474	9,170,000	8,170,000	11,170,000	10,170,000	50,850,000	109,582,474
Security	9,057,459	3,434,550	3,434,550	3,434,550	3,434,550	17,172,750	39,968,409
Education Technology	25,961,135	22,108,000	2,420,000	20,000	20,000	49,923,560	100,452,695
Technology	35,543,602	15,139,169	17,201,489	17,554,052	33,727,665	131,152,927	250,318,904
Transportation	18,103,344	10,297,600	10,297,600	10,297,600	10,297,600	51,488,000	110,781,744
Subtotal Non-Construction Projects	214,176,354	147,945,759	142,095,482	158,997,555	217,818,129	708,221,087	1,589,254,366
Transfers to General Fund							
Charter School Capital Outlay - State	3,500,000	-	-	-	-	-	3,500,000
Charter School Capital Outlay - Local	10,627,573	16,168,472	18,301,393	20,683,164	22,740,707	143,241,025	231,762,334
Property and Flood Insurance	8,350,000	8,350,000	8,350,000	8,350,000	8,350,000	41,750,000	83,500,000
Equipment Maintenance	5,679,733	5,248,000	5,248,000	5,248,000	5,248,000	26,175,000	52,846,733
Facilities Maintenance	46,289,204	47,773,940	60,395,940	62,346,929	68,664,386	405,702,938	691,173,337
Security Maintenance	2,300,277	2,300,277	2,300,277	2,300,277	2,300,277	11,420,036	22,921,421
Education Technology Maintenance	2,979,392	2,294,041	2,294,041	2,294,041	2,294,041	11,720,205	23,875,761
Technology Maintenance	23,308,557	23,465,389	23,479,812	30,615,689	32,118,066	180,420,976	313,408,489
Transportation Maintenance	7,911,560	7,901,595	7,901,595	7,901,595	7,901,595	39,507,975	79,025,915
Subtotal Transfers to General Fund	110,946,296	113,501,714	128,271,058	139,739,695	149,617,072	859,938,155	1,502,013,990
Transfers to Debt Service Funds							
Debt Service	171,137,515	163,270,065	167,890,065	164,450,000	169,334,000	854,000,000	1,690,081,646
Subtotal Transfers to Debt Service	171,137,515	163,270,065	167,890,065	164,450,000	169,334,000	854,000,000	1,690,081,646
Total Capital Budget	\$ 818,116,908	\$ 487,300,331	\$ 598,585,252	\$ 470,107,969	\$ 645,553,283	\$ 2,760,795,165	\$ 5,780,458,908

FY 2018 - 2027 Capital Plan

Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Construction Projects							
Addition and Remodeling Projects							
Delray Full Service Center Remodel & Fields for Village Academy (ST)	\$ 1,000,000	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000
Forest Hill HS Parking Lot (ST)	650,000	-	-	-	-	-	650,000
Forest Hill HS Addition	1,840,000	24,340,896	-	-	-	-	26,180,896
Riviera Beach Prep Remodel (ST)	1,021,856	-	-	-	-	-	1,021,856
Old DD Eisenhower ES - Demo / restore (ST)	1,995,775	-	-	-	-	-	1,995,775
Old Gove ES - Demo / landbank (ST)	2,000,000	-	-	-	-	-	2,000,000
Old Plumosa ES - Demo / landbank (ST)	2,000,000	-	-	-	-	-	2,000,000
Plumosa School of Arts Expansion to K-8 (ST)	-	904,150	19,254,610	-	-	-	20,158,760
Roosevelt Full Service Center Remodel (ST)	1,000,000	9,000,000	-	-	-	-	10,000,000
Spanish River HS Addition	-	600,000	10,913,040	-	-	-	11,513,040
Transportation - South Drainage	20,700	-	-	-	-	-	20,700
Village Academy Kitchen Expansion (ST)	1,200,000	-	-	-	-	-	1,200,000
West Tech Campus HVAC Modifications (ST)	1,430,585	-	-	-	-	-	1,430,585
West Tech Campus Modifications (ST)	10,000,000	-	-	-	-	-	10,000,000
Total Addition and Remodeling	24,158,916	43,845,046	30,167,650	-	-	-	98,171,613
Modernization and Replacement Projects							
Addison Mizner ES Modernization (ST)	180,000	2,700,000	29,951,232	-	-	-	32,831,232
Adult Education Center Replacement (ST)	14,444,710	-	-	-	-	-	14,444,710
Grove Park ES Modernization (ST)	90,000	1,350,000	16,343,584	-	-	-	17,783,584
Melaleuca ES Modernization (ST)	120,000	-	23,135,456	-	-	-	23,255,456
Pine Grove ES Modernization (ST)	65,000	-	12,246,712	-	-	-	12,311,712
Transportation - North Modernization (ST)	62,500	1,437,500	11,000,000	-	-	-	12,500,000
Transportation - South Modernization (ST)	1,500,000	11,000,000	-	-	-	-	12,500,000
Transportation - West Central (ST)	14,991,315	-	-	-	-	-	14,991,315
Verde ES Modernization (ST)	31,966,608	-	-	-	-	-	31,966,608
Washington ES Modernization (ST)	9,332,344	-	-	-	-	-	9,332,344
Wynnebrook ES Modernization (ST)	135,000	939,566	25,464,013	-	-	-	26,538,579
Total Modernizations and Replacements	72,887,477	17,427,066	118,140,997	-	-	-	208,455,540
New Schools							
Greater WPB/Lake Worth Area High (03-000) (ST)	95,942,000	-	-	-	-	-	95,942,000
Scripps/Gardens Area ES (04-A) (ST)	-	-	-	-	-	28,711,379	28,711,379
South West Area ES (05-C) (ST)	-	-	-	-	27,987,837	-	27,987,837
West Acreage Area ES (15-A) (ST)	-	-	-	-	-	30,198,661	30,198,661
West Boynton Area HS (17-BBB)	-	-	-	-	63,892,080	-	63,892,080
Western Communities HS (16-AAA) (ST)	-	-	-	-	-	82,283,040	82,283,040
Sunset Palms Middle (17-PP)	43,191,120	-	-	-	-	-	43,191,120
Total New Schools	139,133,120	-	-	-	91,879,917	141,193,080	372,206,117
Total Construction Projects	236,179,513	61,272,112	148,308,647	-	91,879,917	141,193,080	678,833,270
Other Items							
Debt Service							
Lease Payments for Bus Lease 2014	2,880,000	2,880,000	-	-	-	-	5,760,000
Lease Payments for Bus Lease 2015	2,929,962	2,950,000	2,950,000	-	-	-	8,829,962
Lease Payments for Bus Lease 2016	1,436,127	1,450,000	1,450,000	1,450,000	-	-	5,786,127
Lease Payments for Certificates of Participation	145,000,000	141,000,000	141,000,000	141,000,000	141,000,000	707,000,000	1,416,000,000
Lease Payments for Certificates of Participation new	-	13,500,000	21,000,000	22,000,000	25,500,000	147,000,000	229,000,000
Lease Payments for Equipment Lease 2015	1,475,427	1,490,065	1,490,065	-	-	-	4,455,557
Lease Payments for Technology Lease 2017	17,416,000	-	-	-	2,834,000	-	20,250,000
Total Required Debt Service	171,137,515	163,270,065	167,890,065	164,450,000	169,334,000	854,000,000	1,690,081,645
Site Acquisition							
Site Acquisition	6,679,283	-	-	-	-	-	6,679,283
Site Acquisition - ST	2,188,640	-	11,520,000	-	11,160,000	-	24,868,640
Facility Leases - ST	500,000	500,000	500,000	500,000	500,000	2,500,000	5,000,000
Total Site Acquisition	9,367,923	500,000	12,020,000	500,000	11,660,000	2,500,000	36,547,923
Contingency							
Capital Contingency	54,828,823	-	-	6,420,719	5,244,165	61,371,062	127,864,769
Reserve for Future Years	3,626,574	810,681	-	-	-	96,287,946	100,725,201
Restricted Reserve	86,081	-	-	-	-	-	86,081
Sales Tax Reserves (ST)	17,767,828	-	-	-	-	37,283,835	55,051,663
Total Contingency	76,309,306	810,681	-	6,420,719	5,244,165	194,942,843	283,727,714
Total Other Items	\$ 256,814,744	\$ 164,580,746	\$ 179,910,065	\$ 171,370,719	\$ 186,238,165	\$ 1,051,442,843	\$ 2,010,357,282

FY 2018 - 2027 Capital Plan

Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Non-Construction Projects and Transfers							
Required Non-Construction Payments							
Charter School Capital Outlay - State	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000
Charter School Capital Outlay - Local	10,627,573	16,168,472	18,301,393	20,683,164	22,740,707	143,241,025	231,762,334
Property Insurance	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	40,000,000	80,000,000
Flood Insurance	350,000	350,000	350,000	350,000	350,000	1,750,000	3,500,000
Total Required Non-Construction Payments	22,477,573	24,518,472	26,651,393	29,033,164	31,090,707	184,991,025	318,762,334
Equipment							
Capital Projects:							
AV Equipment Replacement Fund	216,956	200,000	200,000	200,000	200,000	1,000,000	2,016,956
Choice Furnishings	242,984	125,000	125,000	125,000	125,000	625,000	1,267,984
County-Wide Furniture & Equipment	1,901,758	550,000	550,000	550,000	550,000	2,750,000	6,851,758
Musical Instruments	165,184	140,000	140,000	140,000	140,000	700,000	1,425,184
Subtotal Equipment Capital Projects	2,526,882	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	11,661,882
Transfers to General Fund:							
Transfer for Copier Maintenance	5,234,733	5,013,000	5,013,000	5,013,000	5,013,000	25,000,000	50,286,733
Transfer for Equipment Maintenance	335,000	125,000	125,000	125,000	125,000	625,000	1,460,000
Transfer for Library Software Support	110,000	110,000	110,000	110,000	110,000	550,000	1,100,000
Subtotal Equipment Transfers	5,679,733	5,248,000	5,248,000	5,248,000	5,248,000	26,175,000	52,846,733
Total Equipment	8,206,615	6,263,000	6,263,000	6,263,000	6,263,000	31,250,000	64,508,615
Facility Renewal Projects							
Capital Projects:							
Bleachers - ST	263,500	440,200	1,528,100	2,704,900	1,686,400	917,500	7,540,600
Building Envelope - ST	8,266,800	5,182,340	7,910,462	7,680,224	9,809,930	56,839,621	95,689,377
Compliance - ST	5,019,831	6,024,411	9,035,866	6,160,869	10,113,402	33,664,814	70,019,193
Custodial Equipment - ST	171,704	227,287	290,857	245,180	332,571	2,401,867	3,669,466
Fencing - ST	738,290	803,688	1,026,046	854,170	970,882	3,883,905	8,276,981
Fire/Life/Safety - ST	5,043,278	3,091,913	3,882,288	5,335,456	8,967,041	23,617,906	49,937,882
Furniture Replacement - ST	2,349,989	1,992,600	2,409,388	3,358,344	3,796,150	22,710,277	36,616,748
HVAC - ST	26,636,858	21,940,555	26,270,568	28,961,622	43,866,940	67,397,080	215,073,423
Intercom/Sound Systems - ST	2,632,120	2,676,008	2,187,822	4,092,028	5,677,576	6,815,853	24,081,407
Interior Repair/Improvement - ST	14,665,283	13,827,806	15,043,496	18,637,562	21,843,471	67,824,288	151,841,906
Lighting - ST	3,244,029	4,152,419	6,320,789	6,916,277	9,966,509	15,252,079	45,852,102
Parking Lots/Roads - ST	2,212,025	1,766,431	3,491,089	3,523,258	3,958,181	16,305,861	31,256,845
Playfields and Exterior Repairs/Improvements - ST	2,707,280	2,349,360	2,792,020	3,875,120	4,016,588	14,131,640	29,872,008
Plumbing - ST	12,786,180	9,762,985	11,462,836	12,737,243	16,845,228	36,855,543	100,450,015
Roofs - ST	16,194,492	12,543,437	5,905,216	10,424,100	17,302,445	33,940,616	96,310,306
Total Facility Renewal Projects	102,931,458	86,781,440	99,556,843	115,506,353	159,153,314	402,558,850	966,488,258
Other Facility Projects							
Capital Projects:							
Building Envelope	1,442,921	-	-	-	-	-	1,442,921
Compliance	623,568	-	-	-	-	-	623,568
Custodial Equipment	320,353	-	-	-	-	-	320,353
Environmental Services	2,108,368	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	20,108,368
Fire Life Safety	2,256,606	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000	13,056,606
Flood / Fire / Tornado	866,434	-	-	-	-	-	866,434
Forest High School Bleachers	-	1,000,000	-	-	-	-	1,000,000
HVAC	10,354	-	-	-	-	-	10,354
HVAC - WT Dwyer HS	1,943,287	-	-	2,000,000	-	-	3,943,287
Interlocal Agreements	146,622	-	-	-	-	-	146,622
Interlocal Agreements-JFES sewer	350,000	-	-	-	-	-	350,000
Media Centers	2,570,000	2,970,000	2,970,000	2,970,000	2,970,000	14,850,000	29,300,000
Minor Projects	4,510,911	1,000,000	1,000,000	1,500,000	2,000,000	10,000,000	20,010,911
Portable Leasing	100,721	-	-	-	-	-	100,721
Relocatables - Relocation	1,876,967	1,000,000	1,000,000	1,500,000	2,000,000	10,000,000	17,376,967
Relocatables - Walkway Canopies	421,341	-	-	-	-	-	421,341
Roofs	1,164	-	-	-	-	-	1,164
School Center Funds	322,845	-	-	-	-	-	322,845
Storm Recovery (FEMA)	116,522	-	-	-	-	-	116,522
Traffic Improvements	63,490	-	-	-	-	-	63,490
Subtotal Other Facility Capital Projects	20,052,474	9,170,000	8,170,000	11,170,000	10,170,000	50,850,000	109,582,474
Transfers to General Fund:							
Transfer for Building Envelope Maintenance	1,219,520	2,219,520	2,219,520	2,219,520	2,219,520	11,097,600	21,195,200
Transfer for Capital Project Support	462,514	285,268	285,268	285,268	285,268	1,426,340	3,029,926
Transfer for Environmental Control	1,019,781	1,009,899	1,009,899	1,009,899	1,009,899	5,049,495	10,108,872
Transfer for Fire/Life/Safety	1,350,280	2,064,280	1,564,280	1,564,280	1,564,280	7,821,400	15,928,800
Transfer for Hurricane Prep	18,900	50,000	50,000	50,000	50,000	250,000	468,900
Transfer for HVAC Maintenance	3,886,560	3,886,560	3,886,560	3,886,560	3,886,560	12,180,300	30,813,100
Transfer for ITV Towers	96,000	106,000	106,000	106,000	106,000	530,000	1,050,000
Transfer for Maintenance of Fulton Holland	458,162	-	-	-	-	-	458,162
Transfer for Maintenance of Facilities	34,001,015	35,128,169	48,250,169	50,201,158	56,518,615	351,226,583	575,325,709
Transfer for Maintenance Projects	1,006,970	-	-	-	-	-	1,006,970
Transfer for Preventative Maintenance	2,769,502	3,224,244	3,224,244	3,224,244	3,224,244	16,121,220	31,787,698
Subtotal Facilities Transfers	46,289,204	47,773,940	60,395,940	62,346,929	68,664,386	405,702,938	691,173,337
Total Facilities	\$ 66,341,678	\$ 56,943,940	\$ 68,565,940	\$ 73,516,929	\$ 78,834,386	\$ 458,361,788	\$ 800,755,811

FY 2018 - 2027 Capital Plan
Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Non-Construction Projects and Transfers							
Security							
Capital Projects:							
Security Projects - ST	\$ 3,124,750	\$ 3,094,750	\$ 3,074,750	\$ 3,064,750	\$ 3,064,750	\$ 15,303,750	\$ 30,727,500
School Facility Security Projects	4,864,106	-	-	-	-	-	4,864,106
School Security Projects	1,068,604	339,800	359,800	369,800	369,800	1,869,000	4,376,804
Subtotal Security Projects	9,057,459	3,434,550	3,434,550	3,434,550	3,434,550	17,172,750	39,968,409
Transfers to General Fund:							
Transfer for Security	2,300,277	2,300,277	2,300,277	2,300,277	2,300,277	11,420,036	22,921,421
Subtotal Security Transfers	2,300,277	2,300,277	2,300,277	2,300,277	2,300,277	11,420,036	22,921,421
Total Security	11,357,736	5,734,827	5,734,827	5,734,827	5,734,827	28,592,786	62,889,830
Educational Technology							
Capital Projects:							
Classroom Technology - ST	6,650,000	22,088,000	2,400,000	-	-	49,823,560	80,961,560
Classroom Technology - ST	19,118,440	-	-	-	-	-	19,118,440
Classroom Technology	97,946	-	-	-	-	-	97,946
Digital Divide	93,067	20,000	20,000	20,000	20,000	100,000	273,067
Technology Tools	1,682	-	-	-	-	-	1,682
Subtotal Education Technology Projects	25,961,135	22,108,000	2,420,000	20,000	20,000	49,923,560	100,452,695
Transfers to General Fund:							
Transfer for Blackboard Engage (Edline/Gradequick)	895,054	-	-	-	-	-	895,054
Transfer for Equipment Maintenance	300,000	200,000	200,000	200,000	200,000	1,250,000	2,350,000
Transfers for Data Warehouse (9054)	1,595,706	1,905,409	1,905,409	1,905,409	1,905,409	9,527,045	18,744,387
Transfers for Data Warehouse (9049, 9229)	188,632	188,632	188,632	188,632	188,632	943,160	1,886,320
Subtotal Educational Technology Transfers	2,979,392	2,294,041	2,294,041	2,294,041	2,294,041	11,720,205	23,875,761
Total Educational Technology	28,940,527	24,402,041	4,714,041	2,314,041	2,314,041	61,643,765	124,328,456
Technology							
Capital Projects:							
Computer Refresh	7,579,921	6,842,760	6,842,760	9,228,746	9,358,858	74,160,570	114,013,615
Cyber & Network Security	2,618,182	1,700,000	5,700,000	3,700,000	700,000	15,375,000	29,793,182
Data Center Optimization	817,273	165,375	173,644	685,966	675,000	2,003,799	4,521,057
Back-End Infrastructure - ST	1,199,109	550,000	-	-	1,300,000	7,489,800	10,538,909
Disk Storage - Infrastructure	8,789,800	250,000	1,050,000	800,000	-	5,510,200	16,400,000
Enterprise Software	400,000	200,000	250,000	200,000	200,000	1,250,000	2,500,000
Hardware/Software	150,675	81,034	85,085	89,340	93,807	538,558	1,038,499
Wireless Infrastructure - ST	1,719,299	-	-	-	-	-	1,719,299
School Network Routers & Switches - ST	535,104	-	-	-	5,439,700	5,760,300	11,735,104
Networks	2,964,513	2,200,000	1,150,000	1,150,000	9,460,300	8,864,700	25,789,513
School Phone Systems & PBX - ST	4,500,000	-	-	-	1,400,000	100,000	6,000,000
Phone System Upgrade	-	100,000	100,000	100,000	3,100,000	400,000	3,800,000
School & District Servers - ST	272,056	399,200	300,000	-	500,000	1,250,800	2,722,056
Servers	50,824	1,150,800	50,000	100,000	-	949,200	2,300,824
Student System Replacement	3,946,846	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	17,446,846
Subtotal Technology Projects	35,543,602	15,139,169	17,201,489	17,564,052	33,727,665	131,152,927	250,318,904
Transfers to General Fund:							
Transfer for Application Systems	2,244,988	2,186,823	2,201,246	2,781,442	2,929,241	16,687,360	29,031,100
Transfer for Business Operating Systems	1,763,984	1,852,842	1,852,842	2,364,748	2,482,986	13,967,725	24,285,127
Transfer for CAFM	984,549	746,719	746,719	1,075,156	1,151,017	6,751,356	11,455,516
Mass Notification System	-	163,875	163,875	163,875	163,875	819,375	1,474,875
WCMS Web Content Mgmt Sys	193,156	129,156	129,156	129,156	129,156	645,780	1,355,560
Mobile App	68,300	49,300	49,300	49,300	49,300	246,500	512,000
Transfer for ERP	3,549,335	3,506,451	3,506,451	4,475,219	4,698,980	26,433,522	46,169,958
Transfer for IT Security	811,275	1,081,628	1,081,628	1,402,142	1,476,173	8,353,101	14,205,947
Transfer for Portal Project	51,558	56,330	56,330	71,893	75,488	424,645	736,244
Transfer for Project Management Initiative	38,102	436,421	436,421	436,421	436,421	2,182,105	3,965,891
Transfer for School Center Admin Technology	348,812	618,323	618,323	789,154	828,612	4,661,254	7,864,478
Transfer for Secondary Tech Maintenance	3,199,014	3,097,655	3,097,655	3,953,480	4,151,154	23,351,799	40,850,757
Transfer for Strategic Initiatives	317,789	317,789	317,789	317,789	317,789	1,588,945	3,177,890
Transfer for System Lifecycle Management	-	-	-	-	-	-	-
Endpoint Security	636,410	975,000	975,000	1,244,375	1,306,593	7,350,077	12,487,455
Transfer for Technology Infrastructure	9,101,285	8,247,077	8,247,077	11,361,539	11,921,281	66,957,432	115,835,691
Subtotal Technology Transfers	23,309,557	23,465,389	23,479,812	30,615,689	32,118,066	180,420,976	313,408,489
Total Technology	\$ 58,852,159	\$ 38,604,558	\$ 40,681,301	\$ 48,169,741	\$ 65,845,731	\$ 311,573,903	\$ 563,727,393

FY 2018 - 2027 Capital Plan
Wednesday, September 6, 2017

Detailed Budget

Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023-2027	FY 2018-2027
Non-Construction Projects and Transfers							
Transportation							
Capital Projects:							
School Buses - ST	\$ 13,558,373	\$ 9,097,600	\$ 9,097,600	\$ 9,097,600	\$ 9,097,600	\$ 36,390,400	\$ 86,339,173
School Buses	-	-	-	-	-	9,097,600	9,097,600
Support Vehicles - ST	2,400,000	1,200,000	1,200,000	1,200,000	1,200,000	4,800,000	12,000,000
Support Vehicles	-	-	-	-	-	1,200,000	1,200,000
Support Vehicles (Reserve)	1,404,637	-	-	-	-	-	1,404,637
Transportation Equipment and Furnishings	740,333	-	-	-	-	-	740,333
Subtotal Transportation Projects	18,103,344	10,297,600	10,297,600	10,297,600	10,297,600	51,488,000	110,781,744
Transfers to General Fund:							
Transfer for Contracted Transportation	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	15,000,000
Transfer for Transportation Maintenance	6,411,560	6,401,595	6,401,595	6,401,595	6,401,595	32,007,975	64,025,915
Subtotal Transportation Transfers	7,911,560	7,901,595	7,901,595	7,901,595	7,901,595	39,507,975	79,025,915
Total Transportation	26,014,904	18,199,195	18,199,195	18,199,195	18,199,195	90,995,975	189,807,659
Sub-total Non-Construction Projects	214,176,354	147,945,759	142,095,482	158,997,555	217,818,129	708,221,087	1,589,254,366
Sub-total Non-Construction Transfers	110,946,296	113,501,714	128,271,058	139,739,695	149,617,072	859,938,155	1,502,013,990
Total Non-Construction Projects & Transfers	\$ 325,122,650	\$ 261,447,473	\$ 270,366,540	\$ 298,737,250	\$ 367,435,201	\$ 1,568,159,242	\$ 3,091,268,356
Total Capital Budget	\$ 818,116,908	\$ 487,300,331	\$ 598,585,252	\$ 470,107,969	\$ 645,553,283	\$ 2,760,795,165	\$ 5,780,458,908

**WELLINGTON
NOTICE OF PUBLIC HEARINGS
ON COMPREHENSIVE PLAN AMENDMENT**

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Wellington Council will hold a public hearings on the Comprehensive Plan Amendment.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2017/2018 THROUGH 2022/2023 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

Said public hearings will be held as follows:

WELLINGTON COUNCIL

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

Date: Tuesday, October 10, 2017 at 7:00 P.M. (First Reading)

Tuesday, October 24, 2017 at 7:00 P.M. (Second Reading)

Or as soon thereafter as may be heard in the orderly course of business.
The hearing of the request may be continued from time to time as may be found necessary

All interested parties are invited to attend and be heard with respect to the proposed ordinance. Copies of all documents pertaining to the proposed ordinance are available in the Planning and Zoning Division at the address listed below and can be reviewed by the public, Monday through Thursday between the hours of 8:00 a.m. and 5:00 p.m. and on Wednesday from 7:00 a.m. and 6:00 p.m.

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

Appeals: If a person decides to appeal any decision with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the

proceedings is made which includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Wellington Land Development Regulations.

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

Dated: September 19, 2017

Publish: The Post
September 26, 2017



Legislation Text

File #: 17-1567, Version: 1

ITEM: AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING CONSULTING SERVICES FOR WASTEWATER PUMP STATION UPGRADES

REQUEST: Authorization to approve a task order to Mock, Roos & Associates, Inc. to provide engineering consulting services for the wastewater pump station upgrades at a cost of \$149,965.00.

EXPLANATION: On January 12, 2016, Council awarded an engineering services contract (011-15/ED) to multiple vendors. As part of the solicitation, Mock, Roos & Associates, Inc. was selected as one of Wellington's engineering service providers. Staff is seeking authorization to utilize such contract with Mock, Roos & Associates, Inc. to provide engineering consulting services for the wastewater pump station upgrades.

Wellington identified six of its existing wastewater pump stations with equipment that is approaching its useful life and will need to be replaced to improve the reliability of the facilities. Lift Station numbers 5, 39, 41, 44, 74 and 85 will be upgraded to Wellington's new lift station standard. Mock Roos will provide engineering services necessary for the design of the upgrades including assisting in the bid phase effort.

Staff recommends awarding a task order to Mock, Roos & Associates, Inc. to provide engineering consulting services for the wastewater pump station upgrades at a cost of \$149,965.00.

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 2018 Utility Capital Budget (401-7050-536.65-09 Project 201850).

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to approve a task order to Mock, Roos & Associates, Inc. to provide engineering consulting services for the wastewater pump station upgrades at a cost of \$149,965.00.



August 25, 2017

Shannon LaRocque, P.E.
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

Ref. No.: B7710.00
Subject: Wastewater Pump Station Upgrades (Nos. 5, 39, 41, 44, 74, and 85)

Dear Shannon:

We are submitting the attached *Proposal To Provide Services for the Wastewater Pump Station Upgrades* (Nos. 5, 39, 41, 44, 74, and 85). 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 \$149,965.00.

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

TAB:jeh
Enclosure
Copies: Bookkeeping

L:\mk\B7710.00\ls001tbjh-JPC.docx

Proposal To Provide Services for the Wastewater Pump Station Upgrades (Nos. 5, 39, 41, 44, 74, and 85)

Services to be provided by: Mock•Roos

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

Proposal Date: August 25, 2017

Proposal Terms

A. Scope of Services:

Wellington identified six of its existing wastewater pump stations with equipment that is approaching its useful life and will need to be replaced to improve the reliability of the facilities. Lift Station Nos. 5, 39, 41, 44, 74, and 85 will be upgraded to Wellington's new lift station standard. Wellington has requested that Mock•Roos provide the engineering services necessary for the design of the upgrades including assisting in the bid phase effort. Wellington intends to bid and construct the upgrades at all six pump stations as a single project. The scope of services for this service is based on this single project approach. The preliminary design will be based on the report titled "Wastewater Pump Station Condition Assessment" dated August 2017.

Mock•Roos will perform the following scope of services:

B. Scope of Services:

Task 1 – Design Phase Services

1. Review existing record drawings for each lift station site as provided by Wellington.
2. Coordinate with Wellington lift station staff to confirm existing conditions have not changed since the Condition Assessment Report site visits and to obtain additional information from Wellington's Operations and Maintenance staff pertaining to current issues, concerns and limitations.
3. Call in a Sunshine State One Call Design Ticket and coordinate with the utility companies that are identified on the ticket to have infrastructure located at each site. Incorporate available record data and contact information into the construction documents as appropriate.
4. Prepare a limited topographic survey at each site (approximately 40'x40') with sufficient detail of visible fixed improvements to provide the data for the design services. Prepare a title search for each station. Prepare a sketch and legal description for Wellington's use obtaining an easement for each lift station identified to not have an easement. It is anticipated that three (3) sketch and legal descriptions will be prepared for lift stations that do not have easements.

5. Prepare and submit a 60-percent contract document progress set for Wellington review. The 60-percent submittal will include Construction Drawings and updated Engineer's Opinion of Construction Cost. At Wellington's request, attend one comment review meeting with Wellington staff.
6. Prepare and submit a 95-percent contract document progress set for review by Wellington. The 95-percent submittal will include Construction Drawings, Specifications, an updated Engineer's Opinion of Probable Construction Cost, and Bid Form. It is anticipated that documents will be submitted to Wellington's Utility Department for review and comment. At Wellington's request, attend one comment review meeting with Wellington staff. Address comments as appropriate and provide Wellington with two signed and sealed sets of construction drawings for Wellington's submittal to the Building Department.
7. Prepare and submit 100-percent (Bid Submittal) contract documents to Wellington staff for use in bidding the project. The 100-percent submittal will include Construction Drawings, Specifications, Bid Form, Other Special Conditions, Scope of Work, and a recommendation for time of completion and liquidated damages. Provide Wellington with two signed and sealed hard copies of the Bid Submittal and an electronic copy of contract documents for Wellington's use bidding the project.
8. Provide the design phase services of an electrical engineer to assist with the tasks above.
9. Provide the design phase services of a structural engineer to assist with the design of a retaining wall at Pump Station 39. Incorporate the design into the 60, 90, and 100 (Bid) Submittal packages.

Task 3 – Limited Bid Phase Services

1. Assist Wellington in responding to RFI's pertaining to the Contract Documents.
2. Assist with the review and evaluation of bid submittals for the project and provide Wellington with Letter of Recommendation of Award for the project.
3. Provide the Contractor with up to 2 sets of Contract Documents for use during construction, 3 signed and sealed sets of Construction Drawings for use in Contractor's Building Department permit application submittal and for the contractor's records, and provide one CD containing the Project AutoCAD drawings for the contractor's use to prepare Record Drawings for the project.

Assumptions

1. Wellington will pay all permit application fees.
2. A Health Department permit is not anticipated.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Construction Administration can be negotiated after receipt of bids
3. 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 \$149,965.00.
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.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services when Wellington issues a Purchase Order for this project.

Village of Wellington
Wastewater Lift Station Design (Nos. 5, 39, 41, 44, 74, and 85)

Task Description	Labor Classification					Subtotal	Subconsultant	Total
	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Administrative Assistant			
Labor Hourly Billing Rate	\$160.00	\$144.20	\$155.00	\$93.00	\$50.00			
Total Hours	60	194	122	360	44			
1 Preliminary Design								
1.1 Review Existing Record Drawings / Assessment Analysis	2	12	6	6	2	\$ 3,638		\$ 3,638
1.2 Site Visits/Discuss Issues	2	6	6		3	\$ 2,265		\$ 2,265
1.3 Coordinate with Utilities	4	12	2	24		\$ 4,912		\$ 4,912
1.4 Provide limited Topographic Survey / Basemap / Sketch & Legal	6	12	6	18	3	\$ 5,444	\$ 27,300	\$ 32,744
1.5 60-Percent Contract Documents	18	48	36	144	8	\$ 29,174		\$ 29,174
1.6 95-Percent Contract Documents / Permitting	12	36	30	96	8	\$ 21,089		\$ 21,089
1.7 100-Percent Contract Documents	6	30	24	48	8	\$ 13,870		\$ 13,870
1.8 Electrical Subconsultant (Smith Engineering)	2	6	6	12	2	\$ 3,331	\$ 19,800	\$ 23,131
1.9 Structural Subconsultant	2	6	6	12	2	\$ 3,331	\$ 9,500	\$ 12,831
2 Limited Bid Phase Services								
2.1 Assist Village with Responding to RFI's	2	12			4	\$ 2,250		\$ 2,250
2.2 Evaluate Bid Submittals and Letter of Recommendation	2	8			2	\$ 1,574		\$ 1,574
2.3 Contract Documents	2	6			2	\$ 1,285		\$ 1,285
3 Contract Administration (TBD)								
Subtotal	\$ 9,600	\$ 27,975	\$ 18,910	\$ 33,480	\$ 2,200	\$ 92,165	\$ 56,600	\$ 148,765
						Total Mock•Roos Labor	\$ 92,165	
						Reimbursable	\$ 1,200	
						Subconsultant	\$ 56,600	
						Project Total	\$ 149,965	

The spreadsheet is a fee cost estimate based on specific labor classifications as noted.