

# **Village of Wellington**

*12300 Forest Hill Blvd  
Wellington, FL 33414*



## **Action Summary - Final**

**Monday, April 26, 2021**

**4:00 PM**

**Village Hall - Conference Rooms 1E & 1F**

## **Village Council Workshop**

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

**1. CALL TO ORDER**

Mayor Gerwig called the meeting to order at 4:00 p.m.

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

**2. PLEDGE OF ALLEGIANCE**

Mayor Gerwig led the Pledge of Allegiance.

**3. REVIEW OF COUNCIL AGENDA**

Mr. Barnes introduced the agenda for the April 27, 2021, Regular Council Meeting for review.

**A. [21-4371](#) PRESENTATION AND RECOGNITION OF WELLINGTON'S PUBLIC SAFETY COMMITTEE ESSAY CONTEST WINNERS**

Mr. Barnes introduced the item. He said that there would be a Presentation and Recognition of Wellington's Public Safety Committee Essay Contest Winners. He said that the Public Safety Committee would be doing the presentation.

Ms. Coates explained that the Public Safety Committee members and the essay winners would be there. She said that the essay contest covered a broad range of safety topics from traffic safety to COVID, internet safety, and crime prevention. She said that they had 117 essay submissions and is another good engagement point with the youth in our community.

**B. [21-4385](#) MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF APRIL 13, 2021**

Mr. Barnes introduced the item. He said that this is the Council Approval of the Minutes of the Regular Wellington Council Meeting of April 13, 2021. He asked the Council to get any comments to staff if there were any.

**C. [20-4163](#) AUTHORIZATION TO UTILIZE A SOUTHEAST FLORIDA COOPERATIVE CONTRACT FOR THE PURCHASE AND DELIVERY OF SWIMMING POOL CHEMICALS**

Mr. Barnes introduced the item. He said that this is the Authorization to Utilize a Southeast Florida Cooperative Contract with Commercial

Energy Specialists (CES), for the Purchase and Delivery of Swimming Pool Chemicals in the amount of approximately \$45,000 Annually.

Mr. Juckett explained that there is a 5% increase from \$109.65 a bucket to \$115.31 a bucket.

Mayor Gerwig said that she is sure that this was the lowest price they could find on it and it is a product that we need.

Mr. Juckett stated that they use it to chlorinate all four bodies of pools and they are very happy with the product and service.

**D.**     [20-4316](#)

**AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE DESIGN AND ENGINEERING CONSULTING SERVICES FOR THE SOUTH SHORE FORCEMAIN REPLACEMENT PHASE 2 PROJECT**

Mr. Barnes introduced the item. He said that this is the Authorization to Award a Task Order to Mock Roos & Associates, Inc. to Provide Design and Engineering Consulting services for the South Shore Forcemain Replacement Phase 2 Project, in the amount of \$109,716.00.

Ms. LaRocque presented a map to the Council that represented a work authorization to Mock Roos & Associates to design the second phase of the South Shore Force main that just commenced construction. She mentioned that this graphic identified the three phases of construction. She said that the purple phase is the phase that is under construction now in the general Sheffield Court to Big Blue area. The design of phase two will go from Big Blue to Forest Hill Boulevard. Said that the goal of this work authorization is to have the design complete so that when they finish phase one in December, they can move right into Phase Two. She said that this is in our approved Capital Budget and there are no transfers being required. She said that at the workshop, she would be happy to give them an update on construction.

**E.**     [20-4330](#)

**AUTHORIZATION TO AWARD A CONSTRUCTION MANAGER AT RISK CONTRACT FOR THE TOWN CENTER PHASE II PROJECT**

Mr. Barnes introduced the item. He said that this is the Authorization to Award a Construction Manager at Risk (CMAR) Contract to Kaufman Lynn Construction, Inc., for the Town Center Phase II project, in the amount of \$89,186.24.

Mr. De La Vega explained that this is for the pre-construction services during the planning and design phases along with construction execution and oversight. He reminded them that in March, Council authorized them to negotiate a contract with Kaufman Lynn, who was the highest ranked proposer pursuant to RFQ 2021-07. He mentioned that this is Task

Order #1 of the contract, which is basically for the pre-construction services. He said that they would be working along side the designer, Urban Design Studios, in order to review plans at 30, 60, 90 and then 100 days before providing us with a guaranteed maximum price. That would be the total price of the project, which would be brought back to Council at a subsequent Council Meeting. He said that staff is just now looking for the authorization to award the Task Order for the pre-construction services.

Vice Mayor McGovern asked if this was just step one of pre-construction.

Mr. De La Vega stated that was correct.

Vice Mayor McGovern asked if this would be brought back several times for the different steps.

Mr. De La Vega stated that they would be receiving the larger GMP later.

Mayor Gerwig asked if this was about 30%.

Mr. De La Vega said that it was about 30%.

Mayor Gerwig stated then this is the perfect time to bring in the CMAR agent that can look at the end result and look for things that we or the designer may not realize that we could have trouble with. She asked if we have had good experiences with CMAR the last few times we have done it.

Mr. Barnes stated that we have. He said that it has worked out well. We have used CMAR for the Boardwalk project and it was a great project from start to finish. He said that they also used CMAR for the High School Athletic Facilities project. He mentioned that the contractor on that one is the same one that they are considering for this one, Kaufmann Lynn, and they came in ahead of schedule and within budget.

**F.**      [21-4372](#)

UTILITY SERVICES AGREEMENT WITH DONATO PROPERTIES, LLC FOR PROPERTY LOCATED AT 12775 50TH STREET IN WELLINGTON, FLORIDA

Mr. Barnes introduced the item. He said that this is the Approval of a Utility Services Agreement Reserving Potable Water Capacity for the Property Owned/Controlled by Donato Properties, LLC and located at 12775 50th Street in Wellington, Florida.

Ms. LaRocque explained that this is a standard developer agreement. This agreement reserves water and fire capacity. She said that the amount that the Village will receive from this agreement is \$81,400. She

also presented a map of the property and mentioned that it is being developed as an equestrian property.

Vice Mayor McGovern asked if this would be at 50th Street and 130th Street.

Ms. LaRocque stated she believed that was correct. She said that there are no off-site improvements associated with this.

**G.**     [21-4369](#)

RESOLUTION     NO.     R2021-18 (CODE     COMPLIANCE     FINE  
REDUCTION FOR 13984 COLUMBINE AVE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL COMPROMISING A LIEN ASSOCIATED WITH A CODE COMPLIANCE ACTION NOH-10-3446, 13984 COLUMBINE AVE, PURSUANT TO SECTION 2-199 OF THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced the item. He said that this is the Request for Reduction of a Lien Associated with Code Compliance Action NOH-10-3446, 13984 Columbine Ave, for John K. Ramey and Stacie I. Ramey's Settlement in the amount of \$1,000.00 with Payment Schedule.

Mr. Koch explained that the homeowners are asking for a settlement of \$1,000 with a payment schedule. He mentioned that the code case started back in 2010 based on a complaint. The inspector discovered several items on the property that needed to be addressed. He said that they followed through with the whole process with the notice of violation. He said that Mr. Ramey did contact staff after the notice of violation hearing was issued and requested a 60 day extension due to family medical and financial issues. That was granted by the special magistrate. As time when on, Mr. Ramey contacted staff to request additional time as they were still having financial and medical issues. He said at that point, they brought Community Services on board to try to find the family some help. He said that after several extensions, subsequent to Wellington's search to help out, finally in May of 2011, they found volunteers to help. They did fix everything, but the roof. They were not able to find any other groups to help. They advised the Ramey's of this and gave them a final extension. It was not corrected and then they went through the magistrate process and that is where the fine started. The fines ran for 2,530 days until they had fully complied. The total lien equals \$63,291.22. The Rameys contacted staff and said they could afford \$1,000 with a payment plan at this point.

Councilman Napoleone stated that it was just the roof because all the other items had been corrected in 2011.

Mr. Koch said that was correct.

Councilman Napoleone said that the roof had not been cleaned for seven years.

Mr. Koch said that was correct.

Vice Mayor McGovern asked if the roof had not been cleaned or did it need to be replaced. He asked what the issue was with the roof.

Mr. Koch stated that the roof was stained and discolored.

Mayor Gerwig stated that it was amazing that they were able to find help to correct the other items and she appreciated him doing that when they find a family in crisis.

Mr. Koch stated that they work pretty close with Community Services and they are usually pretty good in finding people to help.

Vice Mayor McGovern stated that we all get our roofs cleaned and asked if they were not able to get their roof cleaned in a decade.

Mr. Koch stated that was correct.

Mayor Gerwig asked if it was clean now and what type of roofing is it.

Mr. Koch stated that it was clean now and he believed it was asphalt shingle.

Vice Mayor McGovern stated that he does not know how this could not get done for seven years.

Mr. Koch stated that in their application they mentioned that they were having some financial and medical issues at the time.

Councilman Drahos asked why is this finally now where they want to resolve it.

Mr. Koch stated that he had a feeling that the house may be for sale.

Mayor Gerwig stated that in the application it says the applicant is accepting fault for the problem and the roof has been cleaned. She mentioned that asphalt shingles are a problem in that pressure cleaning them damages the roof. She said that it is a chemical process and it sometimes is not as simple as we would like to think it is.

Mr. Koch stated that they cannot recommend how to clean a roof, but they generally try to push them toward the chemical cleaning.

Vice Mayor McGovern asked if the hearing in the code process occurred.

Mr. Koch stated that the entire process occurred. He said that they were given extensions prior to the fine certification hearing. It finally went to the fine certification hearing in August 2011.

Mayor Gerwig asked if once they go through that process, they receive just the one certified letter informing them about the fines being \$25/day.

Mr. Koch stated that they receive the order after the initial hearing that has all the dates in it. He said that they do not send them anything certified past that point. The order comes first class mail.

Councilman Napoleone asked what happens after that fine certification letter. He asked if any letters go out to remind them.

Mr. Koch stated that they do send out reminder letters.

Mayor Gerwig asked how often.

Mr. Koch said that there is not a schedule. It usually is based on cost, so maybe every couple of years.

Vice Mayor McGovern asked how many got sent in this particular case.

Mr. Koch stated that he was not sure at this point. He said that they sent them out around seven or eight months ago, which is where many of these have been coming from that he has been bringing to the Council.

Vice Mayor McGovern asked what triggered Mr. Ramey to send the letter in 2018 that the roof is going to be cleaned.

Mr. Koch stated that it may have been a response to a reminder, but he is not sure. He said that sometimes there could have been previous attempts to sell and it will come up in a lien search and then they will reach out to us.

Vice Mayor McGovern asked what got us from the letter in 2018 to now in 2021.

Mr. Koch said that they reached out to us, he believed in response to a reminder letter that was sent out.

Vice Mayor McGovern asked what happened in between those dates. He said that they sent a letter in 2018 and asked if an inspector went out to verify that it had been done.

Mr. Koch stated that they had and that they go out quarterly.

Ms. Cohen mentioned that when it was noted that the violation had been taken care of, the fine stopped, but the amount that had already accrued until that point sits there until it is paid as a lien on the property.

Mayor Gerwig stated that we have costs of \$41.22.

Mr. Koch said that was correct.

Vice Mayor McGovern asked what made up the cost.

Mr. Koch explained that it was basically the hard cost for sending the letters, certified mail and recordings.

Vice Mayor McGovern said that he is inclined to accept the \$1,000, but the problem he has is that the neighbors had to look at this for seven years for no apparent reason. He understands that they had some issues going on and the other items were taken care of for them. The roof issue was not a large hurdle similar to that of a roof replacement.

Mayor Gerwig read some of the applicant's statements.

Vice Mayor McGovern stated that it is all understandable. He said that his real problem is that every time they have one of these cases and it is asked when the notice letters go out, it is always unknown. He said that there has got to be a better way to bring these in sooner so it does not feel that it went on for a decade.

Councilman Napoleone asked if that information was in their files and if so could a report be generated to see how many letters went out on a particular property.

Mr. Koch stated that he believed there is a spreadsheet as it is done outside of the code enforcement program.

Councilman Napoleone stated that a \$63,000 fine for a dirty roof is ridiculous, but became ridiculous because of the time. He said that he

completely agrees that the fine should be reduced to something reasonable and \$1,000 seems reasonable for what the issue is. He said that he would like to know what we are doing to obtain enforcement during that seven year period to make sure something is getting done. We need to do a better job moving these cases to conclusion. This way the fines do not get to \$63,000 and the neighbors do not have to look at a dirty roof for seven years.

Ms. Cohen stated that there are limited remedies that we have. She said that once they go through the code enforcement process, which they did, and that is why the fine began accruing. Short of sending those notices, there really is not a whole lot that we can do to motivate a homeowner to correct the violation.

Mr. Barnes mentioned that generally the thing that makes this end up happening is a sale or the potential of a sale. He said that in this case, he believed the house was on the market now. He said that this was corrected in 2018, but you are going to see those that sit on the fine because there is nothing forcing them to pay it.

Vice Mayor McGovern stated that makes him less inclined to want to reduce it.

Mr. Barnes said unfortunately once you get past the compliance, the only incentive to correct the outstanding fine, and many do have certain circumstances that prohibit them from being able to pay, is the sale of the property.

Ms. Cohen stated that because it is homesteaded property, we have no right to foreclose.

Councilwoman Siskind suggested that if sending letters was not working, they have the ability to go get volunteers to help with the clean up and repairs. She asked if there is any other way to intervene before the fines get too far out of hand.

Ms. Cohen stated that she believes that we have more community organizations now than we did at the time.

Councilman Drahos mentioned that if this story would have been told, there would most likely have been a cleaning company that would have donated their services just for advertisement purposes alone.

Mr. Barnes stated that what they will do in the future is Mr. Koch and Mr. Stillings coordinate with Community Services to provide the support and

maybe facilitate those things to get done. He said that for future cases, they will have a history of communication provided.

Mayor Gerwig stated that she felt the \$1,000 was sufficient as a fine.

Vice Mayor McGovern asked the payment schedule.

Mr. Koch informed them it is \$100 a month.

H. [21-4376](#)

RESOLUTION NO. R2021-21 (CODE COMPLIANCE FINE  
REDUCTION FOR 2635 YARMOUTH DRIVE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL  
COMPROMISING A LIEN ASSOCIATED WITH A CODE COMPLIANCE  
ACTION NOH-15-750, 2635 YARMOUTH DRIVE, PURSUANT TO  
SECTION 2-199 OF THE CODE OF ORDINANCES; AND PROVIDING  
AN EFFECTIVE DATE.

Mr. Barnes introduced this item. He said that it is the Consideration of  
the Request for Reduction of a Lien Associated with Code Compliance  
Action NOH-15-750, 2635 Yarmouth Dr., Resolution No. R2021-21, of  
Paula Bernstein and Barry Bernstein's Settlement in the amount of  
\$2,500.00.

Mr. Koch explained that this case was started back in 2014 based on a  
proactive inspection, they had three expired building permits.  
Subsequent inspection found that they were not corrected and the notice  
of violation was issued. They were still not corrected and they have had  
no contact with the owner. The case went to the Special Magistrate and  
the Magistrate gave them more time to comply. That follow up came and  
went and then went for fine certification hearing in 2015. The fine was  
\$25 per day per permit. Commencing in January 2015, they still did not  
have any contact with the owners.

Councilman Napoleone stated that this is a rental property. He asked  
how do we make sure that if there is a rental property with tenants, that  
the information gets to the owner of the house that can correct the issue.

Mayor Gerwig asked how did we know it was a rental property.

Mr. Koch stated at the time they did not know it was.

Ms. Cohen stated that generally on the property appraiser's website, the  
mailing address will be some address other than the property address.  
She asked Mr. Koch if the notice gets mailed to the property and mailing  
address if they are different.

Mr. Koch stated that if they know it is a rental, they will usually send it to both. They hope the tenant will take care of the issue. He said that in this particular case, he is not sure that we were aware it was a rental property because the addresses were the same. He said that he does not believe it was always a rental property, but is not sure when it became one either. He said that the fines ran from 2,243 days, which ran the fine to \$168,225 plus costs incurred. The total ended up being \$168,275.75. Mrs. Bernstein reached out to staff and offered a fine reduction to the amount of \$2,500.

Vice Mayor McGovern said that this was after the initial offer of \$0.

Mr. Koch stated that was correct. When he told Mrs. Bernstein that it would go in front of Council, she counter offered \$2,500.

Mayor Gerwig mentioned that they had work done and permits were not closed. She asked if we know if it was the fault of the owner or the contractor.

Mr. Koch stated that was correct and said that he was not sure who's fault it was.

Vice Mayor McGovern stated that in their statements, the Bernsteins said they were not aware of the violations and of the hearings as they did not even attend. He asked Mr. Koch if that was true that they did not attend.

Mr. Koch stated that was correct. He said that they have had no contact with them.

Councilman Napoleone said that in the statements it says they found out about the liens when their house was listed for sale.

Vice Mayor McGovern asked if the Rameys attended their hearing.

Mr. Koch stated that he did not recall, but it did not matter because they had signed their stipulation agreement, whereas in this case, they had no contact from the Bernsteins.

Mayor Gerwig stated that they are offering the amount of \$2,500.

Mr. Koch stated that is correct.

Ms. Cohen asked if we sent the notice by certified mail.

Mr. Koch said that they did. The certified mail came back unclaimed, so

the property was posted. That means they had an orange sticker placed on the house with the violation detail on it. It was also mailed first class mail to the house.

Councilman Drahos asked about the permit numbers 99, 00 and 03. He asked if that means the work was done in 1999, 2000, and 2003.

Mr. Koch stated that was correct.

Vice Mayor McGovern asked how many six figure fines do we have out there.

Mr. Koch stated that he was not sure how many six figure liens, but he said that we have over 200 liens total.

Vice Mayor McGovern asked if someone could tell the Council by the next meeting.

Mr. Barnes stated that staff would have that information for them.

Ms. Cohen mentioned that sometimes where there is a foreclosure or bankruptcy, the liens are wiped out. She said that she does not know if this would happen in this case, but it happens frequently.

Mayor Gerwig said that she is ok with the \$2,500 now that former processes have been cleaned up and updated.

Councilman Napoleone stated that he was ok with the \$2,500 as well.

Vice Mayor McGovern asked if the items in question were the pool, spa, electrical and air conditioner.

Mr. Koch stated that was correct.

Mayor Gerwig asked if there was a payment plan on this or are they paying upright.

Mr. Koch stated that there was not a payment plan.

Councilman Drahos asked if the permits have been closed now.

Mr. Koch stated that they were.

I. [21-4384](#)

RESOLUTION NO. R2021-22 (LICENSE AGREEMENT BETWEEN WELLINGTON AND THE PALM BEACH COUNTY SCHOOL BOARD FOR TROPOS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WELLINGTON AND THE SCHOOL BOARD OF PALM BEACH COUNTY FOR TROPOS INSTALLATION, MAINTENANCE AND OPERATION AT PALM BEACH CENTRAL HIGH SCHOOL; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced the item. He said that this is the Approval of a License Agreement with the School Board of Palm Beach County and the Village of Wellington for Installation, Maintenance and Operation of Village Owned Wireless Communication Equipment (TROPOS).

Ms. LaRocque explained that this is another example of a great collaboration between Wellington and the Palm Beach County School Board. She said that we are in the final stages of commissioning our TROPOS wireless communications system. She said that this is a \$1.5 million capital project that has been in the works for about two and a half years. She explained that this system allows the water plant and the waste water plant communicate with all of our remote facilities, such as wells, lift stations and booster stations. During the final commissioning, staff is noticing communication challenges on properties east of State Route 441, which are Wells 29 and 30. After speaking with the Facilities Manager with Palm Beach County School Board, they allowed the Village to co-locate some equipment on an existing pole. She explained that this particular agreement allows us to do that and gives us the responsibility to maintain it. The School Board will have no responsibility in it at all. It is scheduled to go in front of the School Board in May.

Vice Mayor McGovern asked if we expect this to be a consent item for them as well.

Ms. LaRocque stated yes. She does not expect any issues. There will be no cost to the School Board and no additional cost to us.

Vice Mayor McGovern stated that he felt it was a great solution and great ongoing partnership.

Ms. LaRocque stated that they are also looking to do the same thing with the hospital. She said that they have a nice tall roof that would work. They plan on meeting with them the next day.

**J.      [21-4377](#)**

RESOLUTION NO. AC2021-04 [VACATION OF ROW 1 – VILLAGE ROYALE (TUTTLE)]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACME

IMPROVEMENT DISTRICT (ACME), A DEPENDANT SPECIAL DISTRICT OF THE VILLAGE OF WELLINGTON, TO VACATE AND ABANDON A 1.002-ACRE REMNANT PORTION OF RIGHT-OF-WAY (ROW), FOR CERTAIN PROPERTY LOCATED WITHIN VILLAGE ROYALE, A TUTTLE (NEM, LLC) PROJECT LOCATED IN THE VILLAGE OF ROYAL PALM BEACH, AS MORE SPECIFICALLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION AC2021-05 [VACATION OF ROW 2 – VILLAGE ROYALE (TUTTLE)]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT (ACME), A DEPENDANT SPECIAL DISTRICT OF THE VILLAGE OF WELLINGTON, TO VACATE AND ABANDON A 0.098-ACRE REMNANT PORTION OF RIGHT-OF-WAY (ROW), FOR CERTAIN PROPERTY LOCATED WITHIN VILLAGE ROYALE, A TUTTLE (NEM, LLC) PROJECT LOCATED IN THE VILLAGE OF ROYAL PALM BEACH, AS MORE SPECIFICALLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. R2021-16 [VACATION OF 10-FOOT WIDE UTILITY EASEMENTS AND LIFT STATION EASEMENT – VILLAGE ROYALE (TUTTLE)].

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL CONSENTING TO TERMINATION OF THE VILLAGE'S INTEREST IN APPROXIMATELY 2.15 ACRES OF A 10-FOOT WIDE UTILITY EASEMENT AND A 1,225 SQUARE FOOT AREA DEDICATED FOR WATER/WASTEWATER AND LIFT STATION PURPOSES, RESPECTIVELY, FOR CERTAIN PROPERTY LOCATED WITHIN VILLAGE ROYALE, A TUTTLE (NEM, LLC) PROJECT LOCATED IN THE VILLAGE OF ROYAL PALM BEACH, AS MORE SPECIFICALLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced the item. He said that this is the Village Royale project by Tuttle Development with Approval of Resolution No. AC2021-04, Resolution No. AC2021-05 and Resolution No. R2021-16.

Ms. Cramer explained that this is a vacation abandonment that contains three items. She said they will require separate motions, but will be presented to Council as one. She said that two of the items are ACME right of ways and the third is for easements and a lift station, which was originally primarily dedicated as a water/waste water lift station. These are no longer needed. The lift station is built and is actually located in Royal Palm Beach. They are going through the plat process and just

recently there was a resolution to authorize their Utilities Director and Mayor to sign off on that plat. Those easements have been properly shown on the plat and now we are getting rid of the easements that are no longer needed. This is more of a cleanup as it is entirely located in Royal Palm Beach. We have been working with Tuttle Development for a long time to get this straightened out.

Vice Mayor asked if when Ms. Cramer said that the lift station had already been built, was she referring to the one indicated on the map or a different lift station.

Ms. Cramer said that it is in the same location, but the easement itself is changing a little bit. She said that they have created a new easement that lays underneath it and that is illustrated on the plat.

Ms. LaRocque stated that when the lift station was built, the Village got an easement for it. There is one very large lift station that serves all of Village Royale, so there was a new easement that was dedicated when that station was complete.

Vice Mayor McGovern asked if the new easement allows us to run that lift station perfectly well and has nothing to do with this.

Ms. LaRocque stated that we have access, maintenance - everything.

Vice Mayor McGovern asked if Ms. LaRocque agreed that there was no need for any of this.

Ms. LaRocque stated that staff evaluated this very carefully against the new development plans, overlayed this and determined that these areas are not needed.

Ms. Cohen reminded the Council that there will be public hearings for the items.

**K.**     [21-4393](#)

RESOLUTION NO. R2021-11 (CHICKEN SALAD CHICK DRIVE-THRU CONDITIONAL USE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A CONDITIONAL USE (PETITION NUMBER 2020-0003-CU) TO ALLOW A DRIVE-THRU LANE AT AN EXISTING RESTAURANT FOR CERTAIN PROPERTY, KNOWN AS CHICKEN SALAD CHICK (FKA BOSTON MARKET), WHICH IS PARCEL C4, AN OUTPARCEL OF THE PINES OF WELLINGTON TRACT C REPLAT (AKA WELLINGTON COMMONS MALL), TOTALING 0.72 ACRES, MORE OR LESS, LOCATED AT 12792 FOREST HILL BOULEVARD,

AS MORE SPECIFICALLY DESCRIBED HEREIN; IN A PLANNED DEVELOPMENT ZONING DISTRICT AND SUBJECT TO THE CONDITIONS OF APPROVAL SPECIFICALLY DESCRIBED HEREIN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced the item. He said that this is the Approval of Resolution No. R2021-11, a Conditional Use to Allow a Drive-thru Lane at the Restaurant Known as Chicken Salad Chick Located in an Outparcel Within the Wellington Commons Mall.

Ms. Cramer explained that the Boston Market has been vacant for some time at the Wellington Commons Mall. The Royal family has come and purchased the property and they are bringing Chicken Salad Chick to Wellington. She said that one of their requests is to have a conditional use approval for a drive thru. The drive-thru will be on the north side of the building. She mentioned that the building was actually intended to have a drive-thru in the design of that particular lot and now they are coming forward to request the drive-thru. She said that they do not see any issues with this as it complies with all the land development regulations. Staff will have a presentation at the next meeting and can go over any details the Council would like more information about.

Vice Mayor McGovern stated that his concern was the proximity between this drive-thru and the drive-thru at Checkers. He asked if we believe that will still function fine.

Ms. Cramer stated yes. She said that there is actually a separation and they have complied with their queuing, by-pass lanes, loading zones and all of their parking criteria. They have made sure that there will be continued circulation throughout that site and with the adjacent parcels. She explained that it originally was one large parcel and they re-platted it sometime ago, so they look at it as an overall circulation plan.

Councilman Napoleone asked how many cars do they think they can queue up in line before it becomes a traffic issue.

Ms. Cramer stated that the code requires that they have five cars between the point of services and the ordering board. She said that on the site plan, they have their actual queuing on page 738 of their book and it states that it is seven.

Councilman Drahos asked if this will require any additional landscaping requirements.

Ms. Cramer stated that there will be additional landscaping required.

She said that this meets the criteria of the old code and are required to bring the site up to the current code as far as landscaping.

Vice Mayor McGovern said that on page 742, it shows one drive through window. He asked if there was discussion of having two windows. He explained that it often makes the process go faster.

Ms. Cramer stated they did not as she believes this is the typical model as in the other locations. She said that everything they offer is pre-made/ pre-prepared. She said that they would not have to wait for other elements of fast food restaurants to get food when it is hot, everything is basically ready to go.

Councilman Drahos asked if the monument sign will be brand new.

Ms. Cramer said yes. She said that it does meet the criteria of our code. She said that they will be going to the Architectural Review Board for their elevations and monument sign or any signage and it is scheduled for May 19th, pending this approval.

Vice Mayor McGovern asked if this was just for the drive-thru.

Ms. Cramer stated that was correct.

L. [21-4396](#)

RESOLUTION NO. R2021-24 (OPIOID LITIGATION – MEMORANDUM OF UNDERSTANDING)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING WELLINGTON TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS PARTICIPANTS IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN (THE "FLORIDA PLAN") RELATING TO THE OPIOID LITIGATION FOR THE ALLOCATION AND USE OF PROSPECTIVE SETTLEMENT DOLLARS FROM OPIOID RELATED LITIGATION AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced the item. He said that this is the Approval of Resolution No. R2021-24 Approving Opioid Litigation Memorandum of Understanding and Agreements and Authorizing the Mayor and Clerk to Execute the MOU.

Ms. Cohen explained that the Florida Attorney General is asking local governments to enter into this MOU, which addresses the allocation and use of proceeds from the potential settlement with the pharmaceutical companies. It allocates money between the State and the local

governments. It is requested that local governments over 10,000 in population enter into this agreement or MOU because that will assist the State in getting a greater settlement than they would otherwise get. She said that we were not a party to any litigation and there is no downside to us entering into the MOU. There is a downside for not entering into it. She said that if we were eligible to receive any of the funding, if we did not execute the MOU, then we would be ineligible to receive any funds from the settlement funding. She said that her recommendation is that we approve it.

Councilman Drahos asked if we knew who any of the named defendants are.

Ms. Cohen stated that she listed some of them on the document, but did not have the docket with her. She said that some of the companies are: PhRma, Mallinckrodt Pharmaceuticals, and Johnson & Johnson. She said that she believes there are some others, but she does not remember all of them.

Councilman Drahos asked if she could provide those to them before the next meeting.

Ms. Cohen stated that she could do that.

Mayor Gerwig asked if this would assist the County in getting some of the settlement.

Ms. Cohen said yes. The County will then share with the municipalities in an effort to prevent opioid addiction.

Vice Mayor McGovern asked if there was no cost or exposure to the Village by agreeing to this.

Ms. Cohen stated that was correct. There would be a potential cost if we did not agree to this. If we do not execute it, then we would be ineligible to receive any funding. There is no downside to entering into the agreement.

Vice Mayor McGovern asked about item 9 on page 758. He said that he just wants to make sure that this is something we do not pay.

Ms. Cohen stated that is correct. We would not pay and it would be subtracted from the overall settlement and allocation. She said that these are essentially recouping their legal fees. It is subtracted from the settlement and the remaining funds are distributed according to a

formula.

Mayor Gerwig stated that this is a long time coming and it is in our best interest to do that.

#### **4. WORKSHOP**

Mr. Barnes mentioned that there were two items on the workshop agenda to be discussed, but before that, he mentioned that he wanted to discuss the possibility of bringing the topic of the Waste Management/Solid Waste contract that we recently put out for bid. The selection committee has reviewed those results and have made a recommendation. Mr. De La Vega and his staff and Ms. Cohen have reviewed those bids and have a contract proposed. He said that at this point, it would be scheduled for the May 11th meeting. In their initial conversations with the recommended vendor, they looked at all possible options for an earlier contract start date, which right now is around December 30th. He said that the only thing was that by using some local subs and all their required staff, the only other thing is equipment ordering. At this point, the sooner they have a contract, the sooner they can release their orders for the equipment. He said that the options are to walk it on as an item at the next meeting, which under the size and duration of the contract is a sensitive matter or leave it at May 11th. He said that he was throwing that out there for thoughts.

Mayor Gerwig asked if the protest period was over.

Mr. De La Vega stated that it was.

Mayor Gerwig mentioned that the price for this type of commodity with the equipment is going up every day. She asked if that was the issue and part of this discussion.

Mr. Barnes said that it was that and the bigger part of the issue is the length of time for them to put in the order. He said that we would not expect them to commit to that order as a hard order until they have a signed contract from us. At this time, there are a number of entities going out for bid, there is a larger demand on a limited amount of companies that make/provide this equipment. He said that is the only thing that they brought up. He said that they feel confident that they can address our time frames and needs on every other aspect, except this part. This would facilitate the equipment ordering and get them moving faster with the intent of starting December 30 and they could then start at the beginning of December.

Councilman Drahos asked if we walk this on at the next meeting, and

ultimately approve it, this vendor could potentially start on December 1st. If we push it out to May 11th, the vendor is looking at December 30th.

Mr. Barnes stated that was correct.

Vice Mayor McGovern asked if a two week space in between meetings really results in a month delay.

Mr. Barnes stated that is what they are telling him. He said that we asked if they could start sooner than the December 30th, they said it was possible, but would not commit to it because their awareness of the market and demand of the equipment. He said that staff is aware of the size of the contract and is sensitive to it. He mentioned that the selection committee is recommending the lowest proposal. He said that this year the experience of all the bidders was equivalent. It was a tougher decision. Everyone's references came back great. They are ready to work with us and get to work as quickly as possible.

Vice Mayor McGovern stated that he does not know anyone from this company and has not gotten a chance to talk to them. He asked Ms. Cohen to go over the requirements for a special meeting. He said that he would rather have a special meeting than walk this on at the next meeting. He would like to have more notice for the residents than 26 hours.

Mayor Gerwig stated that we could just have it at the next meeting. She asked if there would have to be a notification that would be required.

Ms. Cohen stated that they could walk it on. She said that they have the ability to add items to the agenda once it has been publicly noticed of the meeting. She said that if they wanted to call a special meeting, either the Mayor or three Council members could call for a special meeting and we would need to notice that meeting 72 hours ahead of time.

Councilman Napoleone stated that he was a little concerned that they would be entering into a new contract with a new company on less than a day's notice.

Vice Mayor McGovern asked the length of the contract.

Mr. Barnes said that it was a ten year contract.

Councilman Napoleone stated that people like to talk about their garbage pickups and he thinks they are going to want to chime in on who this vendor is and what they are going to do. He said that he would like

to keep that public input possibility open. He said that he is not comfortable with having at the next meeting.

Vice Mayor McGovern stated that having a special meeting before the 11th or on the 11th would work for him. He said that a special meeting would be better as that way they could accommodate the special time frame that they are asking.

Mr. Barnes stated that the vendor is committed to starting on the 30th and planned on us having a contract with them on May 12th.

Councilman Napoleone asked if it was problematic for us to have them start at the end of the year versus December 1st.

Mr. Barnes said that it was not problematic, but the hope was to get them in there before the holidays.

Councilman Drahos stated that could still happen if they are truly motivated to get started.

Mr. Barnes said that both sides are very motivated, but it is limited on how quickly they can get trucks.

Mayor Gerwig stated that if we are going to have a long relationship, we need to start it in the best way possible. She said that her problem with having a special meeting is that people are used to the second and fourth Tuesdays of the month, it may not be necessarily convenient for the residents.

Mr. Barnes stated that if we do not walk it on, by the time we waited for the 72 hour notice to happen, we might as well just wait for the 11th and get them the contract then.

There was a consensus for having the item on the May 11th meeting.

Mr. Barnes asked Ms. LaRocque to speak about the South Shore Force Main - Phases 1, 2 and 3.

Ms. LaRocque mentioned that on April 23rd they sent a press release out to give the public the first notification that construction was about to commence on phase one, South Shore. She presented a map with color coding detailing the different parts of phase one. She said that the yellow and red portion is what they are focused on now. She said that with the

yellow portion, they are working with a fiber company to relocate a fiber line that was previously thought to have been moved to being moved now. She said that it is going very well. With the red portion, the focus is to keep the lanes of traffic open, but the bike lane will be closed during the week days. On the evenings and weekends, the bike lane will be open. Sidewalks will remain closed. They are anticipating the red area to take about one to two weeks, provided they do not find any underground conflicts. They are coordinating very closely with Palm Beach Polo Association. They have a very good relationship and they are keeping them apprised because they do have a main irrigation line that runs down that corridor. She said that she does not anticipate they will see anything surprising within the next two to three weeks. She said that the blue portion is what they are referring to as phase 1B and that will be about four to five weeks. That will also have a bike lane and sidewalk closure. They are expecting to start this portion around mid-May. The green portion takes them all the way to Big Blue. This part takes the force main under the sidewalks. They have to remove and replace all the sidewalks. She said that they will see lane closures as the contractor mobilizes materials and removes construction debris, but those will be temporary closures. Otherwise, they will have some impacts on the other side of South Shore because they do have horizontal directional drills that tie the new force main into the system, but those will be scattered and brief. Some of those will be done at night to minimize traffic disruptions, but at no time will South Shore be closed entirely. She said that they plan on doing a lot of community outreach and they are working with Communications to decide how to do that. They will be providing updates to Council as necessary to keep them apprised. She said that they have a very good underground contractor and have great communication with them. They want to keep the residential impacts at a minimum.

Councilman Drahos asked if everything goes as planned, will this be done by the end of the year.

Ms. LaRocque stated that this will be done by December and then they roll into Phase 2, which takes them from Big Blue to Forest Hill.

Councilman Drahos asked if they were anticipating any traffic disruption outside of Polo West, where we have already had issues with the stacking on that side of the road in the mornings.

Ms. LaRocque stated that they will be making sure that any road impacts will be done outside of the heavy traffic periods and they will work with the contractor to do that.

Mr. Barnes said that Mr. Reinsvold will explain the information related to the Flashing Permissive Yellow at Greenview Shores and Wellington Trace. He asked Mr. Reinsvold to present the PSA video regarding the topic.

Mayor Gerwig asked if this was initiated by Wellington or by the County.

Mr. Barnes said that it was both. He said that they worked with the County on this as the County owns and operates this, but Wellington was able to bring up concerns that we had.

Mr. Reinsvold played the video for the Council. He mentioned that the Communications staff did a very good job with that PSA. He explained the history of that area and said that there is a lot of pedestrian traffic there. He commented that they have been getting many complaints about how dangerous the area is. He said that they sent it off to Palm Beach County Traffic Division and they responded with the flashing arrow intersection suggestion. He said that it has proven to enhance pedestrian safety as well as left turn safety. He mentioned that we reviewed it and now they are recommending approval based on the information they had on hand as well as the proposed safety enhancements they believe will result. Earlier this year, the purchase order was issued and they went through the communications process. There was a three month installation backup with the County, but once they did get it installed they were able to release the message boards at the intersections. They also did the media releases notifying the public and got the signal modifications implemented. He said that they are watching the intersection closely and it seems that everything seems to be going smoothly there. He said that there was a sequencing issue at the beginning of the project with the left turn lane was the last sequence instead of the first, which threw many people off. After a few weeks of getting used to it and thankfully no accidents, it seems to be running smoother. He said that he spoke to the crossing guards and they absolutely love the new process. He presented a powerpoint for the Council which described what exactly the flashing yellow arrow means, the safety and mobility benefits of the flashing yellow arrow intersection, the signal modifications, the public outreach, and the public tutorials.

Councilman Napoleone stated he felt it was a good improvement and feels it works well once they get used to it.

Mayor Gerwig stated that she has had people almost hit her because they think with the yellow light, they speed up. She said that people are going to have to pay attention. She said that people really need to learn

what that flashing yellow arrow means.

Vice Mayor McGovern said that some are looking at this as a pilot program and asked if we may end up getting this in other places.

Mr. Reinsvold stated that with any engineering improvement, they study it, review the data then determine if it works. If it does work, then they would definitely consider moving forward with other intersections. The benefit to that is if they are everywhere, more will get used to it and it will not be an unusual occurrence.

Councilman Drahos stated that in this area, we had to do something. He said that he would not recommend placing them everywhere just because we liked it in one area.

Mr. Reinsvold stated that area is a very unique section of Wellington being that there are multifamily units and a commercial area right next to each other as well as the schools.

Mayor Gerwig stated that she appreciated all the efforts to get the word out.

Mr. Barnes stated he just thought it would be helpful to get this update since they may be getting questions from friend and family.

## **5. ATTORNEY'S COMMENTS**

None.

## **6. MANAGER COMMENTS**

None.

## **7. COUNCIL COMMENTS**

None.

## **8. ADJOURN**

There being no further business to discuss with Council, the meeting adjourned at 5:33 pm.