Village of Wellington

12300 Forest Hill Blvd Wellington, FL 33414



Meeting Agenda

Tuesday, June 13, 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

Girl Scout Troop #20556

3. INVOCATION

Rev. Peter Bartuska, Christ Community Church, Wellington

- 4. APPROVAL OF AGENDA
- 5. PRESENTATIONS AND PROCLAMATIONS
- 6. CONSENT AGENDA
- A. 17-1258 MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF MAY 23, 2017

Approval of the Minutes of the Regular Wellington Council Meeting of May 23, 2017.

B. 17-0944 AUTHORIZATION TO AWARD MULTIPLE CONTRACTS FOR VEHICLE TOWING AND STORAGE SERVICES

Authorization to award a primary contract to West Way Towing, Inc. and a secondary contract to Blake's Towing and Transport, Inc., to provide vehicle towing and storage services for the Village.

C. 17-1207 AUTHORIZATION TO AWARD A CONTRACT TO PROVIDE A HOUSING AND ECONOMIC IMPACT STUDY

Authorization to award a contract to Strategic Planning Group, Inc., to provide the Village with a housing and economic impact study, in the amount of \$103,000.

D. 17-1228 AUTHORIZATION TO UTILIZE A LAKE COUNTY SCHOOL BOARD CONTRACT, AS A BASIS FOR PRICING, FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A DIGITAL RADIO SYSTEM

Authorization to utilize Lake County contract #3990DB, with Radio One, Inc., as a basis for pricing, for the purchase, delivery and installation of a Motorola digital radio system, at a cost of \$261,926.21.

E. 17-1229 RATIFICATION OF EXPENDITURES FOR PUMP REPAIRS AND RECONDITIONING

Ratification of expenditures for pump repairs and reconditioning, with FPI Pumps, Inc., in the amount of \$28,838.

F. 17-1260

AUTHORIZATION TO NEGOTIATE ANNUAL CONTRACTS FOR: 1)

CIVIL ENGINEERING; 2) TRAFFIC ENGINEERING; 3) WASTEWATER

PROCESS AND RECLAIMED WATER ENGINEERING; 4)

ELECTRICAL, INSTRUMENTAL, AND CONTROL ENGINEERING;

AND 5) HYDROGEOLOGICAL ENGINEERING, AND RELATED

CONSULTING SERVICES

Authorization to negotiate contracts with multiple firms for: 1) Civil Engineering; 2) Traffic Engineering; 3) Wastewater Process and Reclaimed Water Engineering; 4) Electrical, Instrumental, and Control Engineering; and 5) Hydrogeological Engineering, and related consulting services.

7. PUBLIC HEARINGS

A. 17-1166 ORDINANCE NO. 2017-07 (CONGREGATE LIVING FACILITY TYPE 2B ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A ZONING TEXT AMENDMENT [PETITION NUMBER 17-37 (2017-25 ZTA)] TO AMEND THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, CHAPTER 4, SECTION 6.4.4.30 CONGREGATE LIVING FACILITY (CLF) RELATED TO THE SEPARATION REQUIREMENT FOR TYPE 2(B) CLF TO ALLOW A MAXIMUM OF FOUR (4) TYPE 2(B) CLF WITHIN A HALF (1/2) MILE RADIUS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2017-07, a Zoning Text Amendment.

B. 17-1257 ORDINANCE NO. 2017-10 (PROHIBITING CONVERSION THERAPY ON MINORS)

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 36; ADDING ARTICLE V (PROHIBITION OF CONVERSION THERAPY ON MINORS); ADDING SECTIONS 36-45, 36-46, 36-47, AND 36-48; TO PROHIBIT THE PRACTICE OF CONVERSION THERAPY ON PATIENTS WHO ARE MINORS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Consideration of Ordinance No. 2017-10 adding Article V (Prohibition of Conversion Therapy on Minors) adding Sections 36-45, 36-46, 36-47 and 36-48.

8. REGULAR AGENDA

A. 17-0708 AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING CONSULTING SERVICES FOR A WASTEWATER LIFT STATION CONDITION ASSESSMENT

Authorization to approve a task order to Mock, Roos and Associates, Inc. to provide engineering consulting services, for a Wastewater Lift Station Condition Assessment, at a cost of \$189,066.00.

- 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.

Village of Wellington



Legislation Text

File #: 17-1258, Version: 1

ITEM: MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF MAY 23, 2017

REQUEST: Approval of the Minutes of the Regular Wellington Council Meeting of May 23, 2017.

EXPLANATION: The Minutes of the Regular Wellington Council Meeting of May 23, 2017 is attached for

Council's review and approval.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: N/A QUASI-JUDICIAL:

FIRST READING: SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of the Minutes of the Regular Wellington Council Meeting of May 23, 2017.

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

Wellington Village Hall 12300 Forest Hill Blvd Wellington, FL 33414

Tuesday, May 23, 2017 7:00 p.m.

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, May 23, 2017, commencing at 7:00 p.m. at Wellington Village Hall, 12300 Forest Hill Boulevard, Wellington, FL 33414.

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

Advisors to the Council: Paul Schofield, Manager; Laurie Cohen, Esq., Attorney; Jim Barnes, Assistant Manager; Tanya Quickel, Director of Administrative and Financial Services; and Rachel Callovi, Deputy 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 -** Felipe Moreno, Executive Secretary, 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 with the following amendment: Move Consent item 6D, Resolution No. R2017-22 (Amendment to the Interlocal Agreement with the Pine Tree Water Control District), to the Regular Agenda as item 8A.

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

5. PRESENTATIONS AND PROCLAMATIONS

A. 17-1186 REPRESENTATIVE MATT WILLHITE: LEGISLATIVE SESSION WRAP-UP

Mr. Schofield introduced the item.

Representative Willhite thanked the Council for assisting him and working together in representing the residents of the Village. He said he will continue to offer his assistance throughout the legislative session.

Representative Willhite introduced one of his staff members, Tom Valeo. He stated Mr. Valeo assisted him in getting into office and is a long-time resident of the Village. He said it was a true benefit to have staff members who live in and have a vested interest in Wellington.

Representative Willhite stated the legislative session was extended by a couple of days, so the \$83 billion budget could be finalized. He said a lot of work went into the budget to help the State of Florida thrive and move forward.

Representative Willhite provided the Council with an update on the bills the legislators worked on during this past legislative session in Tallahassee. He also responded to Council's questions regarding the budget, home rule and charter schools.

B. 17-1220 PRESENTATION BY THE AMERICAN CANCER SOCIETY
REGARDING WELLINGTON'S INVOLVEMENT IN THE RELAY FOR
LIFE EVENT

Mr. Schofield introduced the item.

Lisa Noel, Community Manager for Relay for Life, introduced herself and Shane Bevilacqua, Senior Manager, American Cancer Society. She thanked the Village for supporting the Relay for Life of Western Palm Beach and helping them raise over \$130,000.

Ms. Noel explained the programs offered by the American Cancer Society including the Road to Recovery program, the items available at their office for cancer patients, and the \$12 million in grants that support cancer research throughout the state of Florida.

Mayor Gerwig indicated Cindy Drake was in attendance and noted that Ms. Drake worked on the event on behalf of the Village to organize and motivate their Relay for Life teams.

Mayor Gerwig thought it was a very nice event where everyone could come together. She said they all know cancer survivors and those who have lost their battles. She stated the Village appreciated the good work Relay for Life is doing.

C. 17-1221 PRESENTATION ON MENTAL HEALTH SERVICES OFFERED IN PALM BEACH COUNTY

Mr. Schofield introduced the item.

Ms. Julie Swindler with Families First introduced herself as well as Dr. Seth Bernstein with the United Way of Palm Beach County. She thanked the Council for allowing them to be there during May, as it is Mental Health Awareness and Trauma Informed month.

Ms. Swindler and Dr. Bernstein provided statistics and information on mental health as well as discussed the programs and resources available to the children and youth of Palm Beach County. Ms. Swindler and Dr. Bernstein also responded to Council's questions.

6. CONSENT AGENDA

A.	17-1203	MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF MAY 9, 2017
В.	17-0947	AUTHORIZATION TO UTILIZE AN ORANGE COUNTY CONTRACT WITH XYLEM WATER SOLUTIONS USA, INC. FOR PURCHASE, DELIVERY AND SERVICE OF FLYGT PUMPS
C.	17-1192	RESOLUTION NO. R2017-19 (FLORIDA DIVISION OF CULTURAL AFFAIRS CULTURAL FACILITIES PROGRAM GRANT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF CULTURAL AFFAIRS CULTURAL FACILITIES PROGRAM REQUESTING \$200,000 FOR THE WELLINGTON AMPHITHEATER AND FURTHER AUTHORIZING AN AMOUNT OF \$400,000 AS THE VILLAGE'S REQUIRED MATCHING FUNDS FOR THE WELLINGTON AMPHITHEATER; AND PROVIDING AN EFFECTIVE DATE.
D.	17-1214	RESOLUTION NO. R2017-22 (AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE PINE TREE WATER CONTROL DISTRICT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT DATED MAY 25, 2004 BETWEEN THE VILLAGE OF WELLINGTON AND PINE TREE WATER CONTROL DISTRICT (PALM BEACH COUNTY) AND PROVIDING FOR AN EFFECTIVE DATE. (MOVED TO THE REGULAR AGENDA AS ITEM 8A.)

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

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

At this time, the public was given the opportunity to speak on non-agenda items. Mr. Schofield indicated one comment card was received from the public.

1. Shirley Siegel, 12324 Old Country Road, Wellington. Ms. Siegel voiced her opposition to the development of the Bellissimo equestrian property. She did not understand how it was moving forward, as it went against the Referendum that the voters passed the previous year.

Mayor Gerwig explained the Council does not generally engage and answer questions in this format. She asked Ms. Siegel to schedule a meeting with her, and she could answer her questions at that time.

Vice Mayor McGovern noted Council would be discussing this topic towards the end of this meeting.

7. PUBLIC HEARINGS

A. 17-1165 ORDINANCE NO. 2017-07 (CONGREGATE LIVING FACILITY TYPE 2B ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A ZONING TEXT AMENDMENT (PETITION NUMBER 17-37 [2017-25 ZTA]) TO AMEND THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, CHAPTER 4, SECTION 6.4.4.30 CONGREGATE LIVING FACILITY (CLF) RELATED TO THE SEPARATION REQUIREMENT FOR TYPE 2(B) CLF TO ALLOW A MAXIMUM OF FOUR (4) TYPE 2(B) CLF WITHIN A HALF (1/2) MILE RADIUS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. He recommended that Council provide their comments before hearing from the public. Ms. Callovi read the Ordinance by title.

Mr. Basehart stated this application is to make an amendment to the Wellington Land Development Regulations. He said the application was filed by Wellington Elder Care and the President of the company is Ricardo Gutierrez.

Mr. Basehart indicated the amendment is to change the regulations for Type 2B Congregate Living Facilities (CLF). He stated the code limits a given facility to twenty-one (21) residents. He explained a CLF is different from other types of assisted living facilities, as it only allows people 65 years of age or greater. He said the current Code was adopted in 2014 and explained what the provision for CLF's prior to that included.

Mr. Basehart stated the Code was amended in 2014 to create Type 2A, the original Type 2, and to create 2B, which is what they were discussing tonight. He said the current application requests that the Code be amended to eliminate the 1,000 foot separation requirement for all Type 2B CLF's and to allow up to four (4) within a half mile radius. He indicated staff believes this is a good amendment. He stated all CLF's, except for Type 2B, can be something other than assisted living facilities for the elderly. Mr. Basehart said they can be halfway houses, rehab centers, battered spouse facilities, etc. He explained the Type 2B's are limited to senior care, so staff believes allowing them to be clustered could benefit the neighborhood. He stated staff supported this ordinance.

Mayor Gerwig understood this was just for multifamily areas. Mr. Basehart indicated Type 1's are allowed anywhere and all of the other types require conditional use approval. He stated Type 2A's and 2B's have to be in multifamily neighborhoods and Type 3's can be in multifamily neighborhoods or commercial neighborhoods or areas, but they each require conditional use approvals.

Mr. Basehart stated the requirements for Type 2B facilities were not going to change. He said the facilities require conditional use approval by Village Council after review by the Planning, Zoning, and Adjustment Board (PZAB). He noted the facilities are specifically for seniors. He indicated the Village Code has minimum room sizes that are greater than the minimum requirements required by The Agency for Health Care Administration (AHCA). He explained when the Council adopted the regulations for Type 2B facilities, they increased the required

room sizes beyond the state limit and indicated they had to be in single family districts. He said the facilities have to be located within a half mile of a collector roadway, within 1½ miles of a full service fire station, and within three road miles of a full service medical facility. He stated they are allowed to utilize reduced parking, because Village code prohibits Type 2B facilities from permitting their residents to have vehicles. He said the only vehicles that require parking are that of staff and visitors. He noted the facilities must have a minimum lot size of 11,500 square feet.

Mr. Basehart presented a map showing the fourteen (14) Type 1 facilities and the one (1) Type 2B facility in the Village. He stated the yellow and blue circles indicated where Type 2B facilities could potentially be located under the current code. He said the Village has one (1) Type 3 facility, NuVista, which is located at the mall property. He explained NuVista is a combination rehab facility and Type 3 assisted living facility. He said adjacent to that property is the Devonshire project, a Type 3 facility, which is approved for an additional 460 units.

Mr. Basehart indicated the next map showed the locations of where Type 2B facilities could go using the proposed clustering approach recommended in this Ordinance. He said all of the criteria just reviewed and the Village code could be met by allowing the clustering.

Mr. Basehart stated the PZAB recommended approval of this Ordinance by unanimous vote. He said staff believes the Ordinance presented is entirely acceptable and could provide some benefit to the community. He explained this application was submitted by the applicant for the purpose of being able to submit a future application for an additional facility next door to their current one on Lily Court. He stated their current facility has never generated any issues for the Village and staff believes it is extremely well run. He said there have been no code enforcement issues and the facility has assisted in cleaning up the neighborhood.

Mayor Gerwig thought all of the Council members had visited this particular CLF. She said they have heard it is a huge benefit to the residents to have their loved ones close by and in a neighborhood setting. She stated the Village was not seeing any negative impacts and it was not an undue burden on Fire Rescue or parking. She said their only concern is that other providers would not be as excellent. However, in this case each provider would come for conditional use approval. Mr. Basehart stated Council would have the opportunity to evaluate the proposal, the type of facility being proposed, and the people proposed to operate it.

Vice Mayor McGovern asked if this was limited to elder and senior care providers. Mr. Basehart stated the facilities were limited to elder care. He believed staff would only support the clustering technique for facilities for the elderly.

Councilman Napoleone understood this would not apply to halfway houses, rehab centers and sober homes. Mr. Basehart stated that was correct. Ms. Cohen stated the facility would either be a sober home or an elder care facility. She said sober homes are not governed by The Agency for Health Care Administration (AHCA).

Councilwoman Siskind stated she visited Wellington Elder Care, which she thought was an extremely well run facility with a wonderful living environment. She stated everyone had wonderful things to say about how well their parent was being cared for. She believed there was a waiting list and the Village needed more places like this. She supported this because of its positive impact on the neighborhood; there is no negative impact on traffic or parking; the facility is regulated and inspected; other such facilities would have to go through the conditional use process; and all speakers had positive things to say.

Councilman Napoleone agreed with Councilwoman Siskind's comments. He said they have all toured the facility and the owners do a fantastic job. He stated Council has received many emails from people in support of the project and who have had family members and loved ones at the facility. He said it is lively, not institutional, and well run. Councilman Napoleone explained this was not a vote on this particular facility, but places like this should exist. He stated they needed to encourage more of them, as this presently is the only operator in town. He thought it would be wise to remove the restriction that would allow these facilities to cluster.

Councilman Drahos stated he also had an opportunity to see the property. He said he was quite impressed and excited, because he believed there would be a heavy demand for this now and into the future. He indicated he did not want to discourage anyone from speaking, because he watched the video from the PZAB Meeting and many people felt the need to passionately speak on behalf of their family member who had a very positive experience. He hoped they would still come up and speak, although the Council had made their position on this rather clear. Councilman Drahos thought this was an excellent transitional use of an aging community needing an uplift. He said a business like this is exactly what the Village is looking for. He hoped there would be more opportunities for businesses in this field, because he believes there is a growing demand for it in Wellington.

Vice Mayor McGovern stated he also visited Wellington Elder Care and thought there were many benefits to clustering these properties. He said he also supported this.

Public Hearing

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

At this point, Damian Brink with Schmidt Nichols stated he was representing the applicant. He said Ricardo and Rose Gutierrez were in attendance along with Geoff Sluggett. He was not sure if everyone who submitted cards wanted to speak, as they appreciated Council's kind words about the facility, so he asked for everyone in support of this text amendment to stand up. Mr. Brink said he was proud to work on a project that had this much community support.

Vice Mayor McGovern read the following comment cards into the record. All comments read supported the change:

- 1. Rodolfo Yanes, 1054 Hyacinth, Wellington.
- 2. Roberto Gonzalez, 1362 Riverside Circle, Wellington.
- 3. Belkis Cruz, 1362 Riverside Circle, Wellington.
- 4. Amada Jimenz Tamayo, 1054 Hyacinth, Wellington.
- 5. Diane Borges, 2384 Seaford Drive, Wellington.
- 6. Damarys Rodriguez, 2110 Polo Gardens Drive, Wellington.
- 7. Armando Diaz, 2110 Polo Gardens Drive, Wellington.
- 8. Roberto J. Gonzalez, 1364 Riverside Circle, Wellington.
- 9. Ester Lopez, 14117 Lily Court, Wellington.
- 10. Daylin Alvarez, 1329 Periwinkle Place, Wellington.
- 11. Frank Quintano, 14121 Lily Court, Wellington.
- 12. Richard Lee LeAndro, 1638 Oak Berry Circle, Wellington.

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

A motion was made by Councilman Drahos, seconded by Councilman Napoleone, and unanimously passed (5-0), to approve Ordinance No. 2017-07 (Congregate Living Facility Type 2B Zoning Text Amendment) as presented on first reading.

8. REGULAR AGENDA

A. 17-1214 RESOLUTION NO. R2017-22 (AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE PINE TREE WATER CONTROL DISTRICT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT DATED MAY 25, 2004 BETWEEN THE VILLAGE OF WELLINGTON AND PINE TREE WATER CONTROL DISTRICT (PALM BEACH COUNTY) AND PROVIDING FOR AN EFFECTIVE DATE. (FORMERLY CONSENT ITEM 6D.)

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

Ms. Quickel stated before Council was an amendment to the Interlocal Agreement with the Pine Tree Water Control District. She said the purpose of the amendment is to provide continued road maintenance services from July 23rd through the end of the current fiscal year, September 30, 2017. She explained the road maintenance was budgeted using the gas tax revenues that Wellington accumulates on a fiscal year basis and that will end on September 30, 2017. She said staff will provide updated road maps for those gas taxes.

Mayor Gerwig asked when the other services provided to Pine Tree by the Village would end. Ms. Quickel stated the vendors for aquatic weed control and the swale and roadway mowing have agreed to enter into contracts with the Pine Tree Water Control District under the same terms and conditions the Village currently has for those services.

Mr. Schofield indicated one comment card was received on this item. Mayor Gerwig stated the Council had received a letter from the attorney for Pine Tree and that attorney would like to speak.

1. Jeff Kurtz stated he represented the Pine Tree Water Control District. He indicated the letter that Council received was from the Pine Tree Board. He said the Council considered this matter on October 25, 2016, and they only discussed it at their Agenda Workshop the day before. He stated at that time the Council was misinformed that the driving force behind this was a request by the Board of Supervisors of the Pine Tree Water Control District, which was an absolute falsehood. He indicated during the course of that meeting, Vice Mayor McGovern asked whether or not the Board was aware of this. Mr. Kurtz stated the Council was told that it had been discussed openly with the Board, but the Supervisors of the Pine Tree Water Control District never requested for this to happen. He said the Council was misled.

Mr. Kurtz stated the item is now on Council's agenda to extend a portion of the services provided. He said the only portion directly provided by Wellington, other than the

managerial services, is the road maintenance. He stated the suggestion is to have the road maintenance terminate on September 30, 2017. He indicated the road maintenance is funded through gas tax revenues and nothing should stop the continued receipt of those revenues. He said when he spoke to the Village Legal Department about one month ago, they had not yet reviewed the Gas Tax Interlocal Agreements. Mr. Kurtz stated they are actually administered through the League of Cities and adjustments are made on an annual basis. He said the League has to provide notice by June 1st of the year. He strongly suspected that there had been no alteration of the Village gas tax map or adjustment to the formula by which Wellington will receive revenues. He said if alterations had been made, Council should have been informed of that. Mr. Kurtz stated it is an arbitrary date, so there is no reason to discontinue the road maintenance. He said they should continue with the status quo.

Mr. Kurtz indicated the Board would like Council to have a joint meeting with them, so these issues could be openly discussed and the misinformation could be dealt with. He stated in yesterday's meeting, Village staff pointed out that the gas tax revenues currently cover the cost of the road maintenance. He said the road maintenance done in Pine Tree is the same road maintenance and is funded in the same way as is done in the rest of Wellington, including the Acme Improvement District. He stated Pine Tree would like the Council to continue this matter until they have had an opportunity to have a joint meeting with the Board of Supervisors, so they could potentially reach resolution on some of these issues. He said the Council will hear from the Board on a long term, ongoing basis that the Village continue to fund the road maintenance the same way it has been for the last twelve years or so.

Ms. Cohen stated she reviewed the statute and the interlocal agreements. She agreed if Council wanted the Village to continue maintaining the roads, and there was an agreement and a responsibility to do so, then they could continue to do that. She said the question the Council had to ask themselves was one of policy. She explained at the time the Interlocal Agreement was entered into between Pine Tree and the Village of Wellington, it was under the belief by both parties that Pine Tree would ultimately vote to become a dependent special district of the Village, just as Acme is a dependent special district. She stated when the referendum occurred, Pine Tree overwhelmingly voted against it. She did not know if it had not been for the anticipation of Pine Tree becoming a special district, if Wellington would have taken on those responsibilities. She stated other communities within Wellington have roadways that essentially only serve those neighborhoods and Wellington has previously taken the position of not being responsible for maintaining those roads. She said if Council decides to continue to reflect Pine Tree roads on the gas tax map, collect gas tax funds, and undertake the maintenance of those roads, then members of those other communities might look to the Village to provide that same kind of service.

Ms. Cohen stated while the gas tax funds cover the cost of the Pine Tree Roads that is not the case with other roads in the community. She said that is a policy decision the Council has to make. She stated it is not something that has been budgeted or even considered. She said it would increase the budget and ultimately the millage rate.

Ms. Cohen indicated the Village provided proper notice under the Interlocal Agreement to Pine Tree. She stated the subject of the misrepresentation came up two or three weeks ago at Agenda Review. She said Mr. Schofield clarified that a number of residents expressed dissatisfaction with Village services. Ms. Cohen thought everyone understood it was a

misstatement and at this point Council had to make a policy decision as to how to move forward.

Mayor Gerwig understood what was before Council now would be to continue the road service until September 30, 2017, which is past the expiration of their Interlocal Agreement. She said this did not say the Village would not do it the day after that date. Ms. Cohen stated that was correct.

Mr. Kurtz suspected the other communities Ms. Cohen was describing were private homeowner associations where the roads are not open to the public. He said the Pine Tree roads are open to the public, so it is public roads that are being maintained. He stated secondly, at Council's meeting yesterday, Mr. Schofield indicated the Board had been presented with an opportunity to contract with the Village to provide these services. Mr. Kurtz said that option has not been communicated to him or any of the Board members.

Mr. Kurtz thought a discussion about the policy with the other governmental entity, Pine Tree, should be had at this point. He asked Council to show Pine Tree some respect and have a joint meeting. He believed all of this could be resolved based on Mr. Schofield's statement yesterday about entering into a contract and potentially using the gas tax revenues to support that contract. He thought an accommodation could be reached that would make everyone happy.

Mr. Schofield stated if Council does not extend the Interlocal Agreement, roadway maintenance services will end July 23, 2017. He indicated the Annual Pine Tree Landowners Meeting is scheduled for June 19, 2017, at which time there will likely be a change in the Board. He suggested, if the Council wants to hold a joint meeting, they wait for the new Board to be seated. He did not think staff would rule out a discussion about maintaining roads.

Mr. Schofield clarified that Pine Tree was approved by an Affidavit of Exemption from Palm Beach County in the late 1970's. He said it was not platted and it was exempt from most regulations. He stated they were approved by identifying its operating entity as Pine Tree. He explained, in this case, Pine Tree does not own those roads, as they are owned by the residents to the center of the road and Pine Tree has easements over them. He believed under the gas tax rules, the contract would have to be with the entity obligated to do the maintenance. He said they could do that and collect the gas taxes.

Mr. Schofield stated he would not show the video clips that were prepared for the meeting, but he would provide them to the Board's attorney and to the Board as well as to each Council member. He believed the clips covered the sentiments of the residents, but he apologized if he misstated that information.

Mayor Gerwig stated she understood what Mr. Schofield was talking about, as she had spoken to the Pine Tree Board. She said what they were hearing from the residents was not necessarily the sentiment of the Board. Mr. Schofield guaranteed it was not the sentiment of the Board. He indicated there has only been one election since 2009 where the majority of the Board has not been constituted by the vote of a single landowner, the South Florida Water Management District (SFWMD).

Councilman Drahos stated Mr. Schofield just said if Council does not pass this resolution tonight, the contract will end at the end of July, but if they do pass it, the contract will be extended to September. He did not understand what prejudice would result to Pine Tree if Council passed this resolution tonight. In response, Mr. Kurtz stated the prejudice is the

continued delay of getting together and resolving the issues. He explained the way this agreement has been framed, it is a reassertion of the notice that was given and an acquiescence to that notice by the Board.

Mayor Gerwig thought that was true, because the Village was agreeing to continue it until September 30, 2017. She believed that was an acquiescence to the rest of the Interlocal Agreement stopping, as that will still happen at this point.

Mr. Kurtz asked what the prejudice was to the Village to abate this matter at this point and have a meeting, either before or after the new Board is in. He said only one seat is up for election on June 19, 2017, so the majority of the Board will remain the same.

Mr. Schofield understood that one member, if they continue to serve, will not vote. He thought the position taken was that the SFWMD could serve but not vote. Mr. Kurtz stated the SFWMD as this point, because they have not paid their assessments, will not be able to vote in the election, but they have a representative who is an employee of theirs, Mr. Joel Arrieta, who signed the letter or authorized his signature. Mr. Schofield asked for an original copy of that letter. Mr. Kurtz stated it was an authorized signature. He added that Mr. Arrieta works for the SFWMD and will remain on the Board, unless he resigns. He stated Mr. Arrieta will be able to vote as a Board member. Mr. Kurtz said they were not suggesting that Council meet with the entire community at the Landowners meeting but that they meet with the Board. Mr. Schofield indicated that meeting would be an open public meeting and all members of the public would be able to attend.

Mr. Kurtz said he strongly suspected that Wellington had not altered their gas tax maps. He stated that meant the same formulation that is in place right now to cover the expenses associated with doing the roads, the Village will collect as gas tax revenue for 2017-18. Ms. Cohen indicated that was a reason for the Council to move forward with the agreement tonight. Mr. Kurtz stated it was a reason to resolve everything and get good information before Council makes a decision.

Mayor Gerwig stated Council has made some decisions thus far, but that does not mean they cannot go back and rethink those decisions after the election. She said she was willing to meet with the Board and have any residents present, because it will be an open meeting. She hoped the rest of Council would be happy to do that as well.

Mayor Gerwig thought no matter what the policy discussion is with the attorney and Council, it is Council's duty to meet with the elected of the landowners group. Vice Mayor McGovern agreed, but he believed Council needed to reach a conclusion on the policy issue before having a full discussion with these folks, because the policy would drive the discussion.

Mayor Gerwig thought as Council interacted with the Board, it would clarify some of the policy questions. She wanted to make sure the Village was fair to the residents of Pine Tree, although she did not think Pine Tree had been fair to Village staff. She knew Mr. Kurtz felt like staff had misled Council, but she said she was not going to throw staff under the bus and she did not want that to be a part of the discussion. Mr. Kurtz stated he represented the Board and he did not think Village staff would suggest the Board had mistreated them in any manner.

Councilman Drahos thought passing this resolution would be a more responsible and conservative thing to do. He said they were left with the option of having uncertainty as of July or as of September. He stated he would much rather the Board be elected and get their

position from the residents, as to what they want to do with the situation, and then have a joint meeting. He said he was open to meeting with them, but not under some crazy timeline when they could buy themselves two more months. He stated he did not understand the prejudice argument at all.

Councilman Napoleone agreed. He stated there was no prejudice to executing the amendment. Otherwise, they would be terminating an Interlocal Agreement and the obligations of the Village would come to an end on July 23, 2017. He said they would be on a forced artificial timeline to resolve something when they are having an election. He thought it would be prejudice to Pine Tree if Council did not pass this tonight. He stated he was in support of the amendment.

A motion was made by Councilman Drahos, seconded by Councilwoman Siskind, and unanimously passed (5-0) to approve Resolution No. R2017-22 (Amendment to the Interlocal Agreement with the Pine Tree Water Control District) as presented.

Mayor Gerwig stated secondary to that motion, Council will meet with the Pine Tree Board post June 19, 2017. Mr. Schofield stated staff will schedule the policy discussion.

Mayor Gerwig thanked the Board members who have spoken to her, as they were very responsive. She did not want to imply that they were a part of this problem.

Mr. Kurtz thanked the Council. He asked that the Village notify his office of the date and time of the policy discussion, so that the members of the Pine Tree Board could attend.

9. PUBLIC FORUM

Mr. Schofield indicated no public comment cards were received.

10. ATTORNEY'S REPORT

MS. COHEN: Ms. Cohen indicated she had no comments.

11. MANAGER'S REPORT

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

- The next regular Council Meeting will be held on Tuesday, June 13, 2017 at 7:00 PM in the Council Chambers.
- Project Graduation for Wellington High School will take place on May 25th at the Village Park Gymnasium.
- The American Legion Post will be having a Veterans celebration on Monday, May 29th. The parade begins at 8:15 AM at Village Hall.
- He stated Council has discussed preparing a response to the number of e-mails received on the equestrian applications. He said a draft was provided to Council and he has received some comments from them. He explained how the application process works in the Village, to help the concerned residents understand the current situation. Council provided their comments on responding to the e-mails, the application process, and how to keep the residents informed. Ms. Cohen also explained how the Village is required to process the application in question.

12. COUNCIL REPORTS

COUNCILWOMAN SISKIND: Councilwoman Siskind presented the following report:

• She congratulated all of the seniors who are graduating from high school.

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

- He congratulated the students from Palm Beach Central High School who graduated earlier today as well as the Wellington High School students who will be graduating Thursday.
- He hoped everyone was planning to attend the Memorial Day parade and ceremony at the Veteran's Memorial on Monday, May 29th.

COUNCILMAN DRAHOS: Councilman Drahos presented the following report:

• He mentioned he will be teaching Spanish for two hours this Thursday to kindergarteners at New Horizons Elementary, as a way to bring attention to their dual language program.

COUNCILMAN NAPOLEONE: Councilman Napoleone presented the following report:

- He congratulated all of the seniors on moving on to college, as it is an exciting time for everyone advancing to another level.
- He said he would see everyone on Memorial Day.

MAYOR GERWIG: Mayor Gerwig presented the following report:

- She stated it was a privilege to be on stage with Palm Beach Central today. She said she looked forward to the Wellington High School graduation.
- She announced that Mark Harris had passed away. She explained he was their speaker at the 9/11 Ceremony last year and a first responder in the World Trade Center on 9/11. She thanked him for his service. She also thanked staff and his family for allowing the Village to hold his memorial service at the Patriot Memorial.

13. ADJOURNMENT

There being no further business to come before the Village Council, the meeting was adjourned at 8:58 PM.

Approved:
Anne Gerwig, Mayor
Chevelle D. Nubin, Village Clerk

Village of Wellington



Legislation Text

File #: 17-0944, Version: 1

ITEM: AUTHORIZATION TO AWARD MULTIPLE CONTRACTS FOR VEHICLE TOWING AND STORAGE SERVICES

REQUEST: Authorization to award a primary contract to West Way Towing, Inc. and a secondary contract to Blake's Towing and Transport, Inc., to provide vehicle towing and storage services for the Village.

EXPLANATION: The Palm Beach County Sheriff's Office (PBSO) currently has an agreement with eleven different towing companies throughout the County to provide the Village with vehicle towing and storage services in the event of an accident occurring within the Village limits. The existing agreements require that all towing companies charge customers the fixed Palm Beach County rate (\$167.00), plus a mileage fee of \$7.50 per mile for the number of miles from the point of accident to the towing facility. The towing companies currently under contract with PBSO are located between approximately two miles and twenty-three miles from the Village limits. Therefore, some Village residents and guests may be required to pay the \$167.00 County tow rate, plus \$172.50 (23 miles x \$7.50 per mile fee) in mileage fees, as well as any applicable hookup fees, to retrieve their vehicle.

In order to defray the costs associated with retrieval of a towed vehicle for Village residents and guests, the Village released RFP# 009-17/ED seeking qualified firms interested in providing vehicle towing and storage services to the Village.

On April 25, 2017, the Village received proposals from five firms. On May 11, 2017, the selection committee met and independently scored and ranked each proposal based on the following criteria: Qualifications and Experience, Approach and Methodology, and Price/Fees, as summarized below:

- 1. West Way Towing, Inc.
- Blakes Towing and Transport, Inc.
- 3. Sister's Towing
- 4. Kauff's Towing
- 5. Babbsco Towing

The selection committee recommended awarding a contract to West Way Towing, Inc., the highest ranked proposer, as a primary vendor and Blake's Towing and Transport, Inc., the second highest ranked proposer, as a secondary vendor. Blake's Towing and Transport, Inc., would be utilized in the event that West Way Towing, Inc., is unavailable or defaults on the contract.

As part of West Way Towing, Inc.'s. proposal, they will charge Village residents and guests the mandatory \$167.00 established County rate and the established \$7.50 mileage rate; however, they will provide the Village \$67.00 in revenue for each tow, and the mileage rates for Wellington residents and guests will decrease significantly, due to West Way Towing, Inc., recently establishing its primary place of business in Wellington, approximately 2.8 miles from Village Hall.

In summary, by awarding these contracts, the Village expects revenue to increase by approximately \$42,000 annually (\$67.00 per tow times approx. 600 tows), and Village residents and guests can expect to save up to

File #: 17-0944, Version: 1

\$150 in per tow mileage fees. Additionally, West Way Towing, Inc. has agreed to provide towing services for Village owned vehicles at no charge to the Village.

West Way Towing, Inc. has been in business for over twenty-three years and has agreements with other local municipalities, such as the Cities of Boca Raton, Delray Beach, Weston, Sunrise, Lauderdale Lakes, etc. During the past three years alone, West Way Towing, Inc. has handled over 130,000 similar police directed and municipal directed tows. While West Way Towing, Inc. did not qualify for local preference under this solicitation (primary place of business established in Wellington for only three months - six months required), they will qualify as a Western Communities local vendor in August 2017.

On May 16, 2017 the Village received a formal protest from the secondary awardee, Blake's Towing and Transport, Inc. On May 19, 2017, the Village's Director of Purchasing, denied such protest. Pursuant to the Village's protest procedures policy, Blake's Towing and Transport, Inc. had seven days from the date of denial, in which to file an appeal to the Village Manager. No such appeal was filed, and the matter has since been closed.

Staff recommends awarding a primary contract to West Way Towing, Inc. and a secondary contract to Blake's Towing to provide vehicle towing and storage services for the Village. The contracts will continue to be managed by PBSO.

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

http://wellingtonfl.gov/Home/Components/RFP/RFP/297/203

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO QUASI-JUDICIAL:

FIRST READING: SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: The Village expects annual revenue in the amount of approximately \$42,000.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to award a primary contract to West Way Towing, Inc. and a secondary contract to Blake's Towing and Transport, Inc. to provide vehicle towing and storage services for the Village.

Wellington Council Meeting June 3: 217 WAY TOWING, INC

April 23, 2017

Mr. Ed De La Vega Village of Wellington Purchasing Department 12300 Forest Hill Boulevard Wellington, Florida 33414

Dear Mr. De La Vega,

My name is Craig Goldstein, Owner and Operator of WestWay Towing Inc. I would like to thank the Village of Wellington for allowing me to submit my company information for you to review for your RFP for Proposal for Vehicle Towing and Storage Services RFP # 009-17/ED. Enclosed please find one original marked "Original," five additional copies of our proposal response, signed in ink, and one electronic PDF copy.

WestWay Towing is uniquely qualified to effectively accommodate the towing services of the Village of Wellington. We completely understand all the necessary requirements and specifications needed to meet and exceed service levels to the Village, its residents and guests. Diligence in the execution of these requirements will bring the highest levels of service to your community. We are one of the largest providers for Police Towing and Storage Services in Broward and Palm Beach Counties. We distinguish ourselves by recognizing the importance of teamwork, courtesy, and customer satisfaction. This is reflected in our Mission Statement and the special features listed in our Technical Approach for providing Towing Services for the Village. Our mission statement is, "WestWay Towing is Committed and Dedicated to providing its service in a Professional, Efficient, Caring, and Courteous manner to drivers and passengers whose vehicles have become inoperable. 'Drive On, We are Right behind you'."

Statement of Proposer's Capabilities

We will tow all vehicles to our proposed storage facility that is located within the city limits of the Village of Wellington, which is less than 3 miles to Village Hall, a significant advantage to the Village and the community. As our client, WestWay will follow the direction of the Village representatives for towing of parking violations, accidents, theft recoveries, abandoned or derelict vehicles, or vehicles that are required to be removed or impounded for any reasons that arises, from the public right –of- way, or other areas within the Village, or from other locations as directed. WestWay Towing will also provide towing for the Village of Wellington's own fleet for the rates noted on Page 35, Schedule B.

For the past 23 years WestWay Towing has provided towing services in Broward and Palm Beach Counties. We provide similar towing services to the municipalities we service with similar complexities and challenges as advertised in the Village. Additionally, we work with Broward Sheriff's Office, Palm Beach County Sheriff's Office, and the Florida Highway Patrol for I–95 and the Florida Turnpike, and all of their special units.

Our current list of municipalities and agencies include:

- ✓ Boca Raton ✓ Delray Beach ✓ Hillsboro Mile ✓ Fort Lauderdale
- ✓ Lauderdale Lakes ✓ Lauderhill ✓ Sunrise ✓ Tamarac
- ✓ Weston
 ✓ Wilton Manors
 ✓ Broward County
 ✓ Broward Sheriff
- ✓ Palm Beach Sheriff ✓ FHP

Our roster of clients is even more impressive when you realize that the average client has been with WestWay Towing for an average of 14 years. They have NEVER been terminated from a municipal and/or public contract.

For almost six months, we have been working with the Village staff related to towing services. We correctly identified that the current rotation of 11 companies did not offer the type of customer service your residents and their guests expect. In fact we found that some customers had to travel more than 23 miles outside the Village to retrieve their vehicles that had been towed. Not only is this extremely inconvenient, but it is expensive as the customer is charged by the mile in addition to the hook up fee. WestWay proposed to piggyback from its most recent RFP, Delray Beach, which would have saved the Village the time and expense of the RFP process. WestWay presented this program to the Village's Safety Committee on January 25, 2017, and received a recommendation of approval (5-1) to move forward with WestWay and our program.

We understand that this RFP may have been based on the Delray Beach RFP for the same services. WestWay is uniquely qualified in this regard as we have been operating in Delray Beach with rave reviews from users, police officers and the City. Additionally, as we proposed to the Safety Committee and Staff in advance of this RFP being published, WestWay will honor the additional 15 minutes of FREE "Extra Time at Scene" for this agreement. This added bonus not only makes the towing service more economical, but it eliminates the "nickel and dime" mentality other providers employ.

WestWay Towing sincerely appreciates your consideration for allowing us to submit our RFP to the Village of Wellington. The following official signature will certify the contents of the proposer's responses to the City's Request for Proposal.

Thank you, Cruy Rollstein, ROESIDENT

Table of Contents

- Tab #1 Proposal Checklist and Submittal Form
- Tab #2 Wellington Local Preference Application
- Tab #3 Evidence of Insurance Certification
- Tab #4 Current License(s)
- Tab #5 Qualifications and Experience including references as described in Section 26 (a) of this RFP (Maximum of 15 pages 8 ½" x11"- Front and Back)
- Tab #6 Technical Approach and Methodology including Equipment list (attached) as described in Section 26 (b) of this RFP Maximum of 10 pages 8 ½" x11"- Front and Back)
- **Tab #7 –** Fees to Perform Services for Wellington as described in Section 26 (c) of this RFP (Pricing Form Attached)
- Tab #8 Proposer's Certification Form
- Tab #9 Conflict of Interest Statement
- Tab #10 Questionnaire
- Tab #11 Drug Free Workplace form
- Tab #12 Non-Collusion Affidavit
- Tab #13 Acknowledgement of Addendums

YES_X_NO____ 12. Questionnaire

YES X NO 13. Drug Free Workplace Form

YES NO 15. Acknowledgment of Addendums

YES_XNO___ 14. Non-Collusion Affidavit

PROPOSAL CHECK LIST (TAB# 1)

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

YES_X NO	 Original and five copies and (1) PDF Electronic copy (CD/Flash Drive)
YES_X NO	2. Cover Letter and Table of Contents
YES_X NO	3. Proposal Checklist and Submittal Form
YES X NO_	4. Wellington Local Preference Application
YES_X NO	5. Evidence of Insurance Certification
YESX NO_	6. Current Licenses/Certificates of Authorization etc.
YES_X NO	7. Qualifications and Experience including references (form attached)
YES X NO_	8. Technical Approach and Methodology including equipment list (form attached)
YES_X NO	9. Fees to Perform Services including Schedule A and B (form attached)
YES_X_NO	10. Proposer's Certification
YES_X_NO	11. Conflict of Interest Form

PROPOSAL SUBMITTAL FORM (TAB #1)

To: Wellington 12300 Forest Hill Boulevard Wellington, Florida 33414

WestWay Towing, Inc. agrees to provide Vehicle Towing and Storage Services to Wellington as defined in this RFP in accordance with the requirements of the Specifications and RFP Documents.

The undersigned Proposer has carefully examined the Specifications and Proposal / Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and RFP Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFP.

The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed (180) days after the date of Proposal opening stated in the RFP.

The undersigned accepts the payment policies specified in the RFP documents.

The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.

Dated this 23rd day of April, 2017,

CORPORATION

By: Clay Solowe

Craig Goldstein (Print name)

Address: 3340 Fairlane Farms Road, Suite 2

Wellington, Florida 33414

Telephone: (561) 368-4466

Fax: (954) 697-0510

Taxpayer (EIN) Identification Number: 65 0160421

State Under Which Corporation Was Chartered: Florida

Corporate President: Craig Goldstein

(Print Name)

Corporate Secretary: Craig Goldstein

(Print Name)

Corporate Treasurer: Craig Goldstein

(Print Name)

CORPORATE SEAL

Attest By: Cary

Craig Goldstein Secretary

ADDENDA RECEIPT VERIFICATION

Proposer acknowledges the receipt of Addenda Nos. No addenda have been issued.

LOCAL PREFERENCE APPLICATION (TAB#2)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual:

2.12. F (2) Definition of Local Businesses

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within the Village of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a

business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

Western Communities Local Business

X Palm Beach County Local Business

Subcontractor Utilization

- 1. The name of the business is: WestWay Towing Inc.
- 2. The address of the business is: 3340 Fairlane Farms Rd. Suite 2, Wellington, FL 33414
- 3. How long has the business been located at its current address: 6 months
- 4. If the business has relocated within the last six months, please provide the answers to questions 5-7 for the previous location:
- 5. The previous name of the business is: WestWay Towing, Inc.
- 6. The previous address of the business is: 1700 NW 1st Avenue, Boca Raton, Florida 33432 (this location is still in service for other municipal contracts)
- 7. How long was this business at the previous location: 9 years and counting

- 8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price. N/A
- 9. The business has a local business tax receipt from: (1) Palm Beach County X
- 10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached. *Attached*.
- 11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached. *Attached*.
- 12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents. *Attached*.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - 65 0160421 Applicants Business Address 3340 Fairlane Farms Road, Wellington, Fl. 33414

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Print Name: Craig Goldstein

Title: President

Date: 3/11/2017

CITY OF: Village of Wellington

COUNTY OF: Palm Beach

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 12 day of March, 2017, by Craig Goldstein. He/She is personally known to me

Or has presented his license as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public ______ Notary Seal (State)

Motary Public State of Fiorida
Patricia M Woodward
My Commission FF 243496
Expires 08/06/2019



CERTIFICATE OF LIABILITY INSURANCE

WESTW-2

OP ID: KM

DATE (MMIDDITYYYY) 05/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s).

PRODUCER Chase Insurance Agency Inc 333 N W 70 Ave; #108 Plantation, FL 33317 MARK CHASE		CONTACT MARK CHASE PHONE IAIC. No. Extt. 954-792-4300 E-MAIL ADDRESS				
		INSURER A. Progressive Express Ins Co	10193			
INSURED	Westway Towing Inc	INSURER B				
	3681 W Oakland Pk Blvd Ft Lauderdale, FL 33311	INSURER C				
		INSURER O:				
		INSURER E				
		INSURER F				

CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER DVW CBM COMMERCIAL GENERAL LIABILITY 1.000.000

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more aprice in required)

GKLL Locs: 3681 W Oakland Park Blvd, Ft Lauderdale, FL 33111, 4200 SW 47th Ave. Davie FL 33324, 1919 NW 19th St, Ft Lauderdale, FL 33311. Certificate holder is additional insured with respect to work performed by the Insured on their behalf. See Attached Vehicle Schedule. 10 Days notice of cancellation applied to Non-Payment

CANCELLATION DEL RB01

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Delray Beach 100 NW 1st Ave Delray Beach, FL 33444

AUTHORIZED REPRESENTATIVE have

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

WESTW-5

OP ID: BM

DATE (MM/DD/YYYY)

03/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT MARK CHASE PRODUCER PHONE (A/C, No, Ext), 954-792-4300 E-MAIL Chase Insurance Agency Inc FAX (A/C, No): 954-791-9344 333 N W 70 Ave; #108 Plantation, FL 33317 ADDRESS MARK CHASE NAIC # INSURER(S) AFFORDING COVERAGE INSURER A State National Ins Co Inc 12831 Westway Towing of Palm Beach, INSURED INSURER C 1700 NW 1st Ave INSURER D Boca Raton, FL 33432 INSURER E INSURER F REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDI BUIRR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS INSO WYD POLICY NUMBER 1,000,000 A X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DIAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 XNDP-00711-02 03/16/2016 03/16/2017 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN L'AGGREGATE LIMIT APPLIES PER 2,000,000 PROJECT PRODUCTS - COMPYOP AGG X POLICY OTHER TMBNED SMOLE LIMIT 1,000,000 **AUTOMOBILE LIABILITY** (Ea accident) 03/16/2016 03/16/2017 BOOK Y INJURY (Per person) XNDA-00711-02 ANY AUTO SCHEDULED AUTOS ALL OWNED AUTOS BOOKY INJURY (Per accident) X PROPERTY DAMAGE (Per accident) NON-DANIED X X HIRED AUTOS ALITOS UMBRELLA LIAB EACH OCCURRENCE 2 CCCUR **EXCESS LIAB** ACCRECATE GLAIMS-MADE RETENTION 5 WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY EL EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E L DISEASE EA EMPLOYEE S (Mandatory in NH) EL DISEASE POLICY LIMIT S ESCRIPTION OF OPERATIONS below See Descrip 03/16/2016 03/16/2017 \$500 Ded XNDA-00711-02 Grgkprs Legal Liab 50,000 03/16/2016 03/16/2017 \$1000 Ded On Hook & Cargo XNDP-00711-02 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Garagekeepers Legal Liability Coverage Limit \$300,000 at 1700 NW 1st Ave, Boca Raton, FL; 3340 Failing Farms Road, Suite 2, Wellington, FL and 3120 Failing Road, Wellington, FL and \$100,000 at 2571 W Hillsboro Blvd, Deerfield Beach, FL. CANCELLATION CERTIFICATE HOLDER VILLW01 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Village of Wellington 11700 Pierson Road Wellington, FL 33414 AUTHORIZED REPRESENTATIVE

Issue Date: January 23, 2017

Expiration Date: December 31, 2017

2017

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA CONSUMER AFFAIRS DIVISION

50 South Military Trail, #201 West Palm Beach, FL 33415 (561) 712-6600

Boca/Delray and Glades (888) 852-7362 FAX(561) 712-6610 /discover.pbcgov.org/Pages/Departments



Towing Operating Permit PBC#TP187

Issued to:

West Way Towing, Inc.

d/b/a: West Way Towing, Inc. 1700 NW 1st Ave Boca Raton, FL 33432 Craig Goldstein, President

West Way Towing, Inc.

is hereby issued a Towing Operating Permit in Palm Beach County, Florida, in accordance with Palm Beach County Towing Ordinance 2010-001.

This permit is not transferable and may be suspended or revoked as provided by law.

Manager, Consumer Affairs Division

Fleeda Department of State

Division of Corpositions



Department of State I Deviation of Comparations I Senior Records I Data By Decument Frances I

Detail by Entity Name

Florida Profit Corporation WEST WAY TOWING, INC.

Filing Information

Document Number

K57932

FEI/EIN Number

65-0160421

Date Filed

01/12/1989

State

FL

Status

ACTIVE

AMENDMENT

Last Event

Event Date Filed

06/08/2009

Event Effective Date

NONE

Principal Address

3340 FAIRLANE FARMS ROAD

SUITE 2

WELLINGTON, FL 33414

Changed: 03/02/2017

Mailing Address

3340 FAIRLANE FARMS ROAD

SUITE 2

WELLINGTON, FL 33414

Changed: 03/02/2017

Registered Agent Name & Address

HOLCOMBE, ERNIE B

3340 FAIRLANE FARMS ROAD

SUITE 2

WELLINGTON, FL 33414

Name Changed: 06/08/2009

Address Changed: 03/02/2017

Officer/Director Detail Name & Address

Title PSD

GOLDSTEIN, CRAIG

3340 FAIRLANE FARMS ROAD SUITE 2 WELLINGTON, FL 33414

Title VP

HOLCOMBE, ERNIE B 3340 FAIRLANE FARMS ROAD SUITE 2 WELLINGTON, FL 33414

Annual Reports

Report Year	Filed Date		
2015	05/01/2015		
2016	04/30/2016		
2017	03/02/2017		

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17-00026364

12300 FOREST HILL BLVD (561) 791-4000

LOCATION ADDRESS:

DBA: WESTWAY TOWING INC (STORAGE)
APPLICANT: CRAIG GOLDSTEIN

Address: 3120 FAIRLANE FARMS RD WELLINGTON FL 33414

CLASSIFICATION: PUBLIC WAREHOUSING & STORAGE

MAILING ADDRESS:

WESTWAY TOWING INC (STORAGE) 3120 FAIRLANE FARMS RD

WELLINGTON FL 33414

EXPIRES: September 30, 2017
ORIGINAL ISSUE DATE: March 03, 2017



RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS

PLEASE DETACH HERE



17-00026363

12300 FOREST HILL BLVD (561) 791-4000

LOCATION ADDRESS:

DBA: WESTWAY TOWING INC (OFFICE)

APPLICANT: CRAIG GOLDSTEIN

Address: 3340 FAIRLANE FARMS RD 02

WELLINGTON FL 33414

CLASSIFICATION: TOWING SERVICES

MAILING ADDRESS:

WESTWAY TOWING INC (OFFICE) 3340 FAIRLANE FARMS RD #02

WELLINGTON FL 33414

EXPIRES: September 30, 2017
ORIGINAL ISSUE DATE: March 03, 2017





ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264 **LOCATED AT**

1700 NW 1ST AVE BOCA RATON, FL 33432

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	Ballin
48-0003 TOWING SERVICE	WESTWAY TOWING INC		U16.884324 - 09/01/16	\$33.00	840177064

This document is valid only when receipted by the Tax Collector's Office.

B3 - 124

WESTWAY TOWING INC WESTWAY TOWING INC 1700 NW 1ST AVE BOCA RATON, FL 33432

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STATE OF FLORIDA PALM BEACH COUNTY 2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201578027 EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264

Clax.com (et. (50 t) 550-2204

LOCATED AT

1700 NW 1ST AVE BOCA RATON, FL 33432

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL#
49-0001 STORAGE	WESTWAY TOWING INC		U16.684324 - 09/01/16	\$33.00	B40177065

This document is valid only when receipted by the Tax Collector's Office.

B2 - 124

WESTWAY TOWING INC WESTWAY TOWING INC 1700 NW 1ST AVE BOCA RATON, FL 33432 STATE OF FLORIDA PALM BEACH COUNTY 2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201578026 EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

LOCAL BUSINESS TAX RECEIPT # 17 00060295

CITY OF BOCA RATON BUSINESS TAX AUTHORITY THIS IS NOT A BILL Any changes in name, address, suite, ownership, ect. will require a new application within 15 days to avoid penalty or the license is null and void.

WEST WAY TOWING, INC. PILLER, KEVIN 1700 NW 1 AVE

BUSINESS TAX RECEIPT CERTIFICATE OF USE EXPIRES: 9/30/17

WEST WAY TOWING, INC. 1700 NW 1 AVE BOCA RATON FL 33432 Business Tax fee: 105.00
Penalty fee: .00
Late fee: .00
Additional fee: .00
Transfer fee: .00
Total paid: 105.00

has paid the business tax at the above address for the period beginning the 1st day of October and ending the 30th day of September to engage in the business, profession or occupation of:

Classification: TOWING SERVICE*CONSENT ONLY

LOCAL BUSINESS TAX RECEIPT #17 00060296

CITY OF BOCA RATON BUSINESS TAX AUTHORITY THIS IS NOT A BILL.
Any changes in name,
address, suite, ownership, ect.
will require a new application
within 15 days to avoid
penalty or the license is null
and void.

WEST WAY TOWING, INC. PILLER, KEVIN 1700 NW 1 AVE

BUSINESS TAX RECEIPT CERTIFICATE OF USE EXPIRES: 9/30/17

WEST WAY TOWING, INC. 1700 NW 1 AVE BOCA RATON FL 33432 Business Tax fee: 105.00
Penalty fee: .00
Late fee: .00
Additional fee: .00
Transfer fee: .00
Total paid: 105.00

has paid the business tax at the above address for the period beginning the 1st day of October and ending the 30th day of September to engage in the business, profession or occupation of:

Classification: STORAGE, VEHICLES/TRAILERS



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"

3120 FAIRLANE FARMS RD WELLINGTON, FL 33414

-					400	
	TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIBE //DATE PAID	AMT PAID	BILL#
	48-0003 TOWING SERVICE	GOLDSTEIN CRAIG		U17.332796 - 03/06/17	\$33.00	B40200692

This document is valid only when receipted by the Tax Collector's Office.

WEST WAY TOWING INC WEST WAY TOWING INC 1700 NW 1ST AVE BOCA RATON, FL 33432

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STATE OF FLORIDA PALM BEACH COUNTY 2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2017098678 **EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353

www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"

3340 FAIRLANE FARMS RD WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION#	RECEIPT #/DATE PAID	AMT PAID	BILL #
49-0001 STORAGE	GOLDSTEIN CRAIG		U17,332796 - 03/06/17	533.00	B40200694

This document is valid only when receipted by the Tax Collector's Office.

WEST WAY TOWING INC WEST WAY TOWING INC 1700 NW 1ST AVE BOCA RATON, FL 33432 alladladadladla

STATE OF FLORIDA PALM BEACH COUNTY 2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2017098680 **EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

QUALIFICATIONS AND EXPERIENCE (TAB 5)

WestWay Towing has a successful proven record of serving municipalities and communities like the Village of Wellington. Over the past 23 years, we have handled the same services you are seeking in your RFP. Because we service so many public contracts, we recognize that we are serving two masters; you the client and your clients, the residents and guests. Compound those challenges with the simple truth that having to have your vehicle towed is not a positive event. This is why our company is COMMITTED and DEDICATED to customer service and has invested thousands in resources to ensure that all of our clients and customers are taken care of in a transparent and fair manner.

Our list of clients is impressive, particularly when you consider that WestWay has never been terminated, nor have we not completed a contract. Our goal is to create a long-standing, mutually beneficial relationship with the Village. Our representative clients include:

- ✓ Boca Raton
 ✓ Delray Beach
 ✓ Hillsboro Mile
 ✓ Fort Lauderdale
- ✓ Lauderdale Lakes ✓ Lauderhill ✓ Sunrise ✓ Tamarac
- ✓ Weston
 ✓ Wilton Manors
 ✓ Broward County
 ✓ Broward Sheriff
- ✓ Palm Beach Sheriff ✓ FHP

Working with these agencies, many for over 20 years, gives WestWay a unique perspective on not only having to perform service on the front-end, but to generate and submit reports and payment on a timely basis. Further, WestWay has experience working with municipalities to <u>institute</u> a towing and storage services program exactly like the Village is doing with this RFP. Our experience, resources and flexibility in setting up and running programs like these will be invaluable to the Village and be a key component in the program's success.

In just the past 3 years alone, WestWay has handled over 130,000 similar police directed and municipal directed tows. Based on our years of experience we have a process each WestWay driver must follow to ensure that the customer gets the best service possible in the safest manner possible. WestWay takes care of everything from arriving on and surveying the scene to chemical spill cleanup. We document and secure personal property in the vehicle to eliminate complaints of missing items. We file timely; accurate and legal liens per Florida Statutes so everyone associated with the vehicle including the owner, the lien holder, and the insurance company are properly notified.

WESTWAY TOWING, INC

WHO WILL BE RESPONSIBLE FOR THE PROVISION OF SERVICES

OWNER OPERATOR LIASON TO ALL GOVERNMENT CONTRACTS

CRAIG GOLDSTEIN, CEO

OPERATIONS MANAGERS

BROWARD COUNTY OPS PALM BEACH COUNTY OPS

BRETT HOLCOMBE

KEVIN PILLER

LIEN PROCESSING OFFICE MANAGER HEAVY DUTY TOWING

PATRICIA WOODWARD CONCHETTA DI GIOIA

KEVIN PILLER

DISPATCHERS DRIVERS YARD SUPPORT

DARREN WELLS

ACCOUNTING OFFICE REPORTS COORDINATOR

CONCHETTA DI GIOIA

Section C, Page 8

Wellington Council Meeting June 3: 217WAY TOWING, INC

Craig graduated from the Pratt Institute in Brooklyn, New York in 1984 with a Bachelor's of Science Electrical Engineering. In addition, he offers his time to help train first responders for extrication and crisis management. WestWay has donated hundreds of vehicles to public safety agencies for demonstration and practice. Mr. Goldstein also believes in giving back to the community. He is the President of the Lauderhill Boys and Girls Club, Lauderdale Lakes Economic Development Board member, and a founding member of the Sunshine State Towing Association.

Kevin Piller (DL#: P460-510-70-149-0) is our Palm Beach Operations Manager, who has been with the company for more than 9 years but has over 20 years of towing experience. He ensures that our trucks and equipment are in working order, that the reports are generated, checked, and sent to the Village along with proper payment. He also handles personnel issues including driver licensing. Mr. Piller is a former Wellington resident and has a keen understanding of the community and knows the dedication of resources necessary to ensure our mutual success.

Ernie Brett Holcombe (DL#: H425-202-59-004-0) is our Broward County Operations Manger who has been with WestWay for 22 years. He has over 30 years' experience in the towing industry and has a business management degree from the University of North Carolina. He was an ASE certified mechanic with more than 10 years' experience in motor club towing. Brett will be a valuable asset to the Village as he oversees driver training for WestWay and teaches a monthly safety-training course.

Conchetta Di Gioia (DL#: D200-110-76-5260-0) serves as WestWay's Palm Beach office manager. She's been with the company for 6 years and is responsible for scheduling, communications with contract administrators and quality control in reviewing tow tickets and billing. Ms. Di Gioia ensure that our "trains run on time" and is an integral to our continued success.

Patricia Woodward (DL#:W363-693-69-686-0) is the Liens Manager at WestWay, and is in charge of handling vehicles when they come to the storage yards. She is an expert in vehicle disposal requirement, documents and logs. She coordinates with law enforcement regarding stolen vehicle information and HOLD vehicles as well as working with the Florida Department of Motor Vehicles to ensure and confirm vehicle ownership. Ms. Woodard has been with WestWay for over 15 years.

Darren Wells (DL#: W420-177-83-4490-0) is the Dispatch Driver Supervisor at WestWay and had been with the company for 7 years. He is in charge of overseeing our dispatch operation. He has been trained and has experience distinguishing priority calls; maintains all call logs for up-to-date information; handles customer and first responder inquiries; and works with fire and police training classes. Darren is also Treasurer of South Florida REST. (Rehabilitation and Emergency Support Team).

Wellington Council Meeting June St 2017 WAY TOWING, INC

REFERENCE FORM (Tab #5)

Palm Beach Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406 Colonel Frank DeMario P: (561) 951-2282 F: (561) 355-2143 demariof@pbso.org

City of Boca Raton 201 West Palmetto Park Road Boca Raton, Florida 33342 Captain Pete Buhr P: (561) 338-1234 C: (561) 620-6059 pbuhr@ci.bocaraton.fl.us

City of Delray Beach 100 NW 1st Avenue Delray Beach, Florida 33444 City Manager Neil DeJesus P: (561) 558-4734 F: (561) 243-3774 citymanager@mydelraybeach.com

City of Lauderhill 5581 W. Oakland Park Boulevard Lauderhill, Florida 33313 City Manager Charles Faranda P: (954) 730-3002 F: (954) 730-3025

Wellington Council Meeting June 5, 211 WAY TOWING, INC

REFERENCE LETTER (Tab 5)



RIC L. BRADSHAW, SHERIFF



January 23, 2017

Mr. Jim Barnes Assistant Village Manager Village of Wellington 12300 Forest Hill Boulevard Wellington, Florida

RE: Towing Services in the Village of Wellington

Dear Mr. Barnes:

I understand that you have been approached by WesWay Towing in regards to providing exclusive towing service to the Village of Wellington. At the present time, the Village uses the Palm Beach County Sheriff's Office dispatch for towing services on a call-by-call rotation basis.

The Palm Beach County Sheriff's Office has no objection with the Village independently contracting Westway Towing for all law enforcement related towing services that we will dispatch.

All other towing services relating to the Village, i.e. public works etc., will be dispatched by the Village.

Sincerely,

Ric L. Bradshaw

Sheriff

WESTWAY TOWING, INC

PROPOSER'S STATEMENT OF ORGANIZATION

Legal Name: WestWay Towing Incorporated

Main Location: 3681 West Oakland Park Blvd.

Lauderdale Lakes, FL 33311

Telephone Number: 954-731-1115, 561-368-4466

Fax Number: 954-583-9347, 561-922-0490

Email Address cgoldtow@aol.com

Web Page Address westwaytowing.com

WestWay Towing is a local Florida Corporation in the State of Florida since 1990, 26 years. Our Federal ID # is 65 0160421.

WestWay Towing operates year round 24 hours a day, seven days a week.

Craig Goldstein is the owner interested in this proposal as principal.

I Craig Goldstein declare this proposal submission is made without collusion with any other person or entity submitting a proposal.

Craig Goldstein is the President, Vice President, Secretary, and Treasurer of WestWay Towing, Inc., and is authorized to make representations for the proposer.

Craig Goldstein's address is 7204 Mandarin Dr. Boca Raton, Fl. Craig can be contacted at phone number 954-444-4771. Fax 954-583-9347. Craig's Email Address is cgoldtow@aol.com

Kevin Piller is authorized to make representations for the proposer. Kevin Piller is the Operations Manager for Palm Beach Operations. Kevin Piller's address is 164 SE 18th Ave. Deerfield Beach, Fl. 33441 Kevin can be contacted at 561-703-5614. Fax # 561-922-0490. Kevin's Email address is piller40@gmail.com

DISPUTES, LITIGATION, DEFAULTS

There are no criminal proceedings or hearings concerning business-related offenses in which the Proposer or its Principals (including officers) were/are defendants.

The Financial Condition of WestWay Towing is extremely strong. The company is very profitable and has no bankruptcy petitions. Financial Reports are available upon request.

LIST OF CLAIMS, ARBITRATIONS, ADMINISTRATIVE HEARINGS, AND LAWSUITS AGAINST WESTWAY TOWING LAST 3 YEARS

1. Marie Shurland v. WestWay Towing, Inc.

Broward County small claims Case # 16-27062

Date Filed: December 30, 2016

Summary: Plaintiff parked in area she was not permitted to park in. Property owners

called us to tow the vehicle.

2. Jeffrey Liverman v. Westway Towing, Inc., et al

Broward County Circuit Court Case No. CACE-16-005407

Date Filed: March 24, 2016

Status: Parties are preparing for trial

Summary: Westway towed Plantiff's vehicle. The vehicle came loose on the flatbed as the tow truck was en route and it crashed into the back of the cab of the tow truck possibly injuring Plantiff.

3. United Transport Express of Fl, LLC v. Westway Towing, Inc. Broward County Circuit Court Case No. COCE-15-013937

Date Filed: June 12, 2015

Status: Pending, trial set for August 18, 2015

Summary: Westway lawfully towed a vehicle. Vehicle was never claimed, and Westway thereafter initiated the statutory lien and lien foreclosure process pursuant to Fla. Stat. 713. Westway provided all required notices and publications required under chapter 713 for the vehicle, and after no one responded and/or claimed the vehicle within the statutory time frames, the vehicle was sold at auction. Plaintiff had provided financing on the vehicle, but did not properly or timely file their lien interest to put Plaintiff on notice of same.

Wellington Council Meeting June 3,217WAY TOWING, INC

4. Lindsi Dunlap v. Broward Collision, Rainbow Title & Lien, and Westway Towing

Broward County Circuit Court Case No.: 15-07250

Date Filed: April 29, 2015

Status: Dismissed as to all Defendants as of July 7, 2015.

Summary: Plaintiff was involved in an automobile accident in Fort Lauderdale. Pursuant to the contract between the City and Westway Towing, Westway was dispatched to the accident scene to remove the Plaintiff's damaged vehicle from the scene, and the Plaintiff signed an authorization to have her vehicle towed to Broward Collision for repair. Plaintiff did not have automobile insurance, and dispute arose between Plaintiff and Broward Collision as to Plaintiff's obligation to pay for a part of the repairs that the other drivers insurance was not covering. Westway Towing's only involvement was in responding to the dispatch call from the City. Accordingly, the Court granted Westway's motion to dismiss. Per the Court's dismissal order, Plaintiff had twenty days to refile the action or it would be dismissed with prejudice, and Plaintiff failed to timely refile the action.

5. Donna Griffin v. Westway Towing, Inc.

Broward County Circuit Court Case No.: COSO-15002352

Date Filed: March 13, 2015

Status: Lack of prosecution hearing set for March 15, 2017.

Summary: Plantiff alleges that WestWay illegally towed her vehicle. WestWay

disagrees.

6. Alexzandria Kelly v. Westway Towing, Inc., et al

United States District Court, Southern District of Florida Case No. 14-cv-62988

Date Filed: December 31, 2014

Status: Dismissed pursuant to Joint Stipulation for Dismissal with Prejudice filed

by all Parties per settlement agreement.

Summary: Westway Towing was the contractual towing company for the Townhomes of Oriole Homeowners Association (the "Association"), and Plaintiff was a resident of the Association and bound by the Associations rules. WestWay was dispatched to tow the Plaintiff's 1972 Gremlin (rusted throughout) vehicle by an authorized representative of the Association; as the vehicle had been abandoned in the Associations parking lot and had several flat tires. WestWay performed the tow and afterwards Plaintiff claimed her vehicle was incorrectly removed. WestWay initiated the statutory lien and lien foreclosure process pursuant to Fla. Stat. 713. WestWay provided all required notices and publications required under chapter 713, and after no one responded and/or claimed the vehicle within the statutory timeframes, the vehicle was sold at auction (for scrap).

Wellington Council Meeting June 33 2017 WAY TOWING, INC

The Association failed to notify Westway at the time of the tow or anytime thereafter that Plaintiff was on active duty in the United States military, and further failed to provide Westway with the active duty service address that Plaintiff provided to the Association while she was away. Upon her return from service, Plaintiff contacted Westway, and thereafter retained counsel and filed the lawsuit referenced above. As soon as Westway learned of the lawsuit they immediately offered to purchase Plaintiff a replacement Gremlin vehicle as Plaintiff stated she had a personal affinity to the vehicle. Plaintiff declined this request, and the case was thereafter settled at mediation. WestWay Towing is a strong supporter of our military and took the hit for the property owner that should have been responsible.

7. Sentry Select Ins Co. v. Westway Towing of Palm Beach Inc.

Broward County Case No.: CACE-14014552

Date Filed: July 29, 2014 Status: Closed

Summary: Plantiff insured a vehicle involved in a fatal incident. WestWay towed vehicle to its storage yard for storage. Plantiff moved for temporary injunction to prevent the destruction of evidence. Plantiff withdew the case on September 8, 2015.

8. Gary Riess v. Westway Towing

Broward County Court Case No.: COCE- 14-13310

Date Filed: July 16, 2014 Status: Closed

Summary: Plaintiff's vehicle was towed, towing bill was never paid, and Westway liened the vehicle. Plaintiff thereafter filed a petition to discharge the lien, and posted the required bond. Westway filed a motion to release the bond, which the court granted on February 3, 2015.

United Services Automobile Association v. Westway Towing

Broward Circuit Court Case No.: CACE-14-009380

Date Filed: May 16, 2014

Status: Closed

Summary: Plaintiff's insured was involved in an auto accident, and Plaintiff thereafter filed a subrogation claim against the adverse driver, and also claimed that Westway negligently towed the car and damaged it. WestWay denied liability, and the Plaintiff ultimately filed a voluntary dismissal of the case against WestWay on September 29, 2014.

10. Daniel F. Eoli v. Westway Towing

Broward County Court Case No. 14-09208

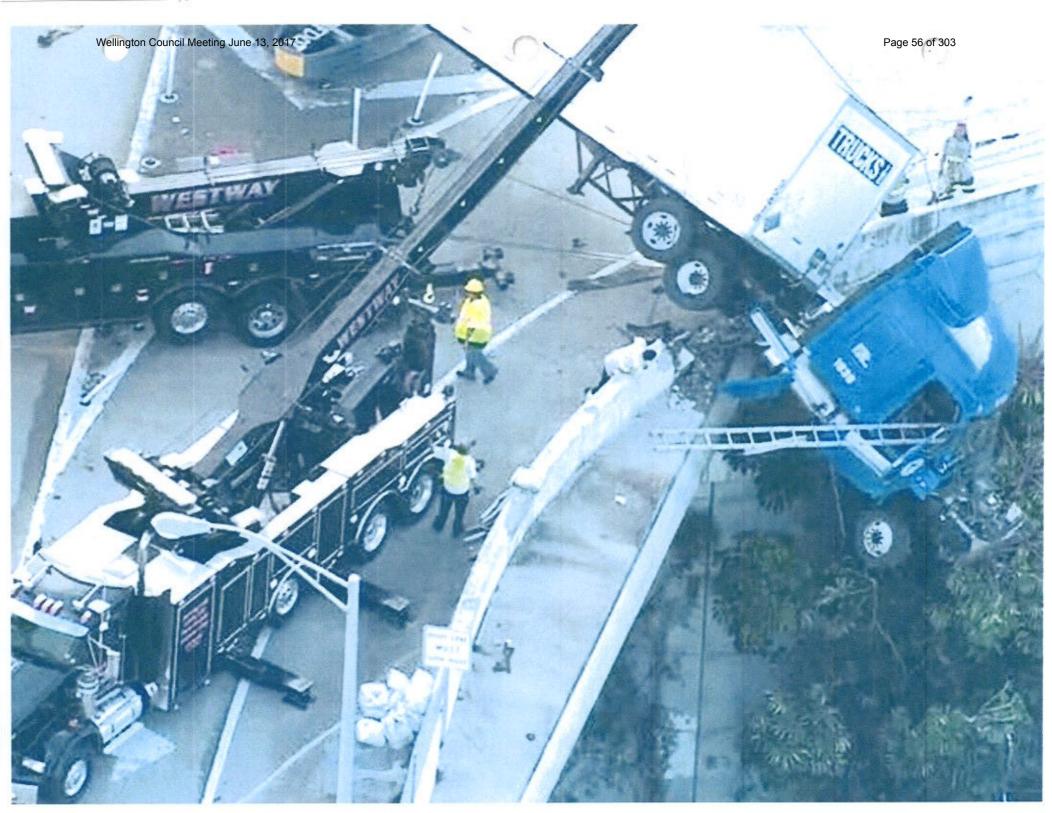
Date Filed: May 12, 2014

Status: Closed

Summary: WestWay was dispatched to tow an illegally parked vehicle (Toyota T-100 Truck) pursuant to a contract. After the vehicle was towed, Plaintiff filed suit to claim the vehicle was "stolen," and Westway has denied the claim. Law enforcement confirmed the validity of the WestWay tow of the Plaintiff's vehicle. We went to trial and received judgement in favor of WestWay Towing.













This is to certify that

KEVIN PILLER

has successfully completed the
Florida Certified Towing & Recovery Operator Course



ULTRA HEAVY DUTY DECEMBER 2007

> Instructor Tom Luciano





Florida Association of Safety Councils Florida Department of Transportation

This is to certify that Kevin Piller



having successfully completed the Intermediate
Maintenance of Traffic program this 2nd day of June 2013
is hereby issued Certificate Number 9485

The Florida Association of Safety Councils in conjunction with the Safety Council of Palm Beach County, Inc. has conducted this safety training program under Florida Department of Transportation Provider Number 125. This certificate automatically expires 4 years from the date of issue.

Refreshers Date-June 2nd, 2017 Kurt Dansereau



Certificate of Training

This is to certify that

CRAIG GOLDSTEIN

has successfully completed the Florida Certified Towing & Recovery Operator Course

HEAVY DUTY OCTOBER 2005

> Instructor Tom Luciano





Certificate of Training

This is to certify that

CRAIG GOLDSTEIN

has successfully completed the Florida Certified Towing & Recovery Operator Course



ULTRA HEAVY DUTY DECEMBER 2005

> Instructor Tom Luciano





Miller Industries Rotator "Ring Leaders" Training Seminar

This Participation Certificate is awarded to

Craig Goldstein

For attendance at the Miller Rotator Training Course In Chattanooga, Tennessee on September 6th & 7th, 2006

We acknowledge that he has successfully completed a course on numerous aspects of Rotator Design, Specifications, and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment. This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

Thomas Luciano - Instructor

1 Duras

Miller Industries Towing Equipment Inc.

John L. Hawkins Vice President of Large Wrecker Sales

Miller Industries Towing Equipment Inc.

TUHO' IN O

Florida Safety Council

This is to certify that

Craig Goldstein

Has completed 8 hours of training in

HazWoper Refresher

Presented by the Florida Safety Council
April 8, 2004

Steve Johnson Instructor William "Bill" Shooter Occupational Safety Manager

NATIONAL TIM RESPONDER TRAINING

COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Craig Goldstein

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL DEVELOPMENT HOURS (PDH).

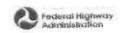


Date: December 16, 2014



SIGNED:

flad R. Kel







MARK R. KEHRLI

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS

Florida Association of Safety Councils Florida Department of Transportation

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This is to certify that Kevin Piller

having successfully completed the Intermediate

Maintenance of Traffic program this 2nd day of June 2013
is hereby issued Certificate Number 9485

The Florida Association of Safety Councils in conjunction with the Safety Council of Palm Beach County, Inc. has conducted this safety training program under Florida Department of Transportation Provider Number 125. This certificate automatically expires 4 years from the date of issue.

Kurt Dansereau

NATIONAL TIM RESPONDER TRAINING

COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Darren Wells

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL DEVELOPMENT HOURS (PDH).



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AASHID

TRB

DATE:

December 16, 2014

Want R. Kel

SIGNED:

MARK R. KEHRLI

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS

CERTIFICATE OF COMPLETION

This certificate is awarded to

KEVIN PILLER

IN RECOGNITION FOR COMPLETION

PRIVATE PROPERTY IMPOUND COURSE 2014

PALM BEACH COUNTY SHERIFF'S OFFICE



lav. J. Cardascia Palm Beach Sheriff's Office

Sot, W. Gray Palm Beach Sheriffs Office

652714

Date

6-02-14

Date



TECHNICAL APPROACH AND METHODOLOGY (Tab 6)

Based upon our 23 year of experience in servicing municipal and public agency contracts, WestWay has created a process and resources to provide our service in the safest, transparent and efficient manner possible. We believe that adherence to our process yields the best results for our customers, clients and WestWay.

Dispatch And Communication System

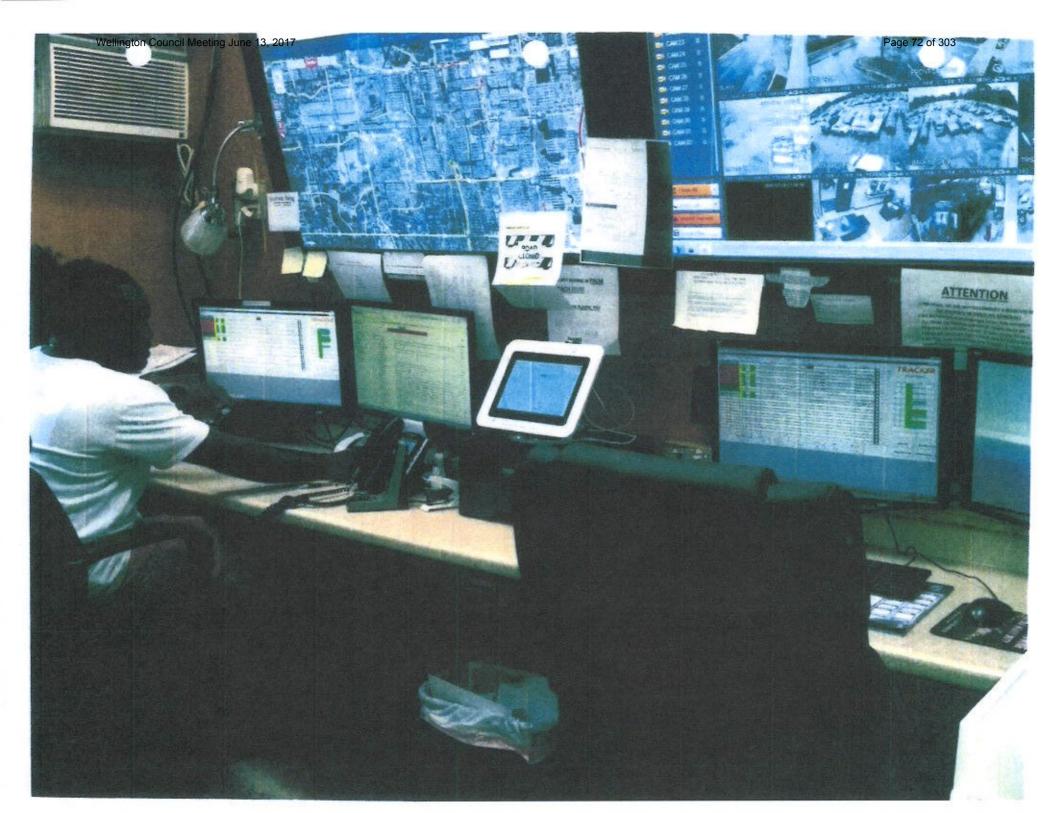
WestWay Towing worked with the Tracker Management Company to create this new communication system for the towing industry. We are capable of accepting digital data from your dispatch to go directly into our dispatch system. Upon the Palm Beach Sheriff's Office receiving a call for our services, they will contact WestWay's dispatch center so that the appropriate equipment can be sent to the scene. Our drivers use mobile data terminals that have unique IP addresses to directly call and communicate to the driver. He or she will accept the call from dispatch. By accepting the call it time stamps the dispatch screen. When the driver arrives at the scene he pushes arrive, and it time stamps the dispatch screen. Other actions like, Hooked, Enroute, Dropped, and Cleared works the same way, all digitally recorded data. The driver can also scan the vin plate which automatically enters the year, make, and model of the vehicle being towed. He/She then can take pictures of the vehicle to show any preexisting damage on the vehicle prior to hookup.

Specific contract rates are programmed into the system and by acknowledging the correct times on scene, the invoice is automatically calculated so there is no guessing of the cost for services by the driver. This also prevents driver fraud and theft, while giving customers a transparent method of determining their charges. We are also creating response time reports at the same time.

We know how important HOLD cars are to special investigations. Handling these types of storage situations are a task in itself. The last thing we want to happen is to explain to your traffic homicide investigator that our employee released his hold car, and we are trying to get it back. If your investigator puts a special HOLD on the vehicle, our management system puts a large HOLD on the front of the information screen so if anyone comes to our facility and tries to release this HOLD vehicle, our office personnel will automatically call the investigator to confirm the release.

Customer Service System

All complaints are addressed by owner Craig Goldstein who is hands on 24 – 7. This is one of the many reasons we are so successful. As a service provider to many municipalities and public agencies, we feel the best way to maintain our highest levels of service is to get involved and handle any issues or concerns head on, right away.





Wellington Council Meeting June 5,221 WAY TOWING, INC

Our customer service is extremely important to us and we have invested in technology to continue to strive to be among the very best. As discussed previously, our dispatch and communication management system is capable of entering notes at any time by any employee. In 23 years and 12 municipal contracts, over 1,000,000 tows, we have had no more than 30 complaints that I am aware of. Most of those complaints arouse from private property tows, not the services sought by the Village in this RFP. At WestWay our philosophy is to ensure the best customer service and satisfaction in the business.

WhiteRail is a service review company that sends out reviews via text message through our state of the art CAD system called Tracker Management, asking each customer to not only rate the driver that assisted you, but the company as a whole from start to finish. Our goal at WestWay is to have a satisfied FIVE STAR customer once they leave our establishment. With WhiteRail we can monitor daily each department throughout the company to verify they are all operating at the highest level of service Mr. Goldstein demands. Below is a screen shot of the reviews.

LITACI	te Feedba	CR		
Shar e	Workfl	Reviewer Info	Feedback	Review Flow
	New	16-Dec-16 10:57 PM Troy troy@nhrepairs.com WesLauderdaleLakes	Westway towing has been an industry leader for years. I have. Had the pleasure dealing with them for the last 14 years and they have alway provided great service.	1 - Default
	New	16-Dec-16 8:17 PM Greg Blue bluemedicfyrftr@aol.com WesLauderdaleLakes	I am extremely thankful for the way that my vehicle was handed, during an extremely difficult situation.	1 - Default
	New	16-Dec-16 4:02 PM MIKE msharp@epofc.com WesLauderdaleLakes	Great service	1 - Default
	New	16-Dec-16 12:59 PM Bill billysahni@gmail.com WesLauderdaleLakes	Awesome people	1 - Default
	New	16-Dec-16 12:55 PM Baptiste elando Baptiste@sheriff.org WesLauderdaleLakes	Very professional and courteous	1 - Default
	New	16-Dec-16 12:48 PM David Zajac Santana davez998@gmail.com WesLauderdaleLakes	Very swift, kind, and professional. Well done and thank you.	1 - Default
	New	16-Dec-16 12:46 PM Christopher Thompson Christopherthompson3431@ya hoo.com WesLauderdaleLakes		1 - Default

To have the ability to receive immediate feedback on a customer's experience is important to WestWay, which is why they heavily invested in the Whiterail technology and service, what other tow company does that? This is evidence of WestWay's commitment to providing the best customer service possible.

Code Enforcement And Vehicle Notification

WestWay Towing has handled Code Enforcement Services with all the municipalities we service exclusively. Our vehicle notification system keeps us up to date with Florida State Statues. Our vehicle notification process is computerized and automatically sends out the necessary certified letters. We have our own postal machine and a separate department that handles the lien letter process. We can go back 5 years to get information on all the cars that have been disposed of. Our lien process department will have direct communication with your code compliance division. Patricia Woodward is your contact at all times, and she can be reached at (954) 731-1115. Patricia has handled well over 450,000 cars and is well known with all the special auto task force agencies for her diligent work ethic and knowledge.

Scene Clean-Up

All of our vehicles have the necessary equipment to clean up any accident scenes. Brooms, shovels, absorbent material, and buckets to take away any debris caused at an accident scene. All of our drivers have worked these types of scenes and have the knowledge to open the road quickly, as well as clean the streets so no additional liability is left to potentially cause another accident.

For the larger accident scenes WestWay Towing has a bobcat with attachments, and a Volvo L120 loader with a bucket and forks. We carry road patch and other clean up supplies on our emergency response trailer. We have dumpsters available 24 hours a day 7 days a week with Republic Waste Services. We also have agreements for sand if needed. Our sister company Greenwave Oil Recovery, also owned by Craig Goldstein, has special pumper trucks available to handle any environmental cleanups from a result of a bad accident. Our loader is available with an operator **Free of Charge** if needed by the Village of Wellington to help clean up after a major emergency.

WestWay Towing has sealed 50-gallon containers that we use to properly dispose of materials that should not be dumped in regular dumpsters. These containers are picked up by a licensed waste disposal vendor that we pay, and we receive environmental manifests to coincide with the waste disposal laws.

OPERATIONS PLAN AND APPROACH

Our scope of service is further amplified by applying the following qualifications and service. In addition to providing the basic Towing services, WestWay Towing includes special features that make our plan of service most effective and beneficial to the residents of Wellington.

On-Call Customer Service Vehicle

Free Transportation is provided to those in need at the scene of an accident or breakdown. There are times when a family of two or more are traveling in their vehicle possibly to their hockey game, dinner, movie, etc. If their vehicle has been in an accident or breakdown and WestWay Towing is called by the Village of Wellington, most tow trucks are not capable of transporting two or more family members. WestWay Towing does not allow any residents to be left stranded at a breakdown or accident scene. Wellington residents will be taken to their home, local car rental agency, or to our primary office free of charge. WestWay Towing has a 2011 Dodge 4 door Pickup that will be used to perform these services. We would not take a vehicle and leave your residents abandoned. Your officers just need to request this service, and it will be dispatched with the Tow Truck. This will stop your police officers from transporting people home, and keep them on the road to do policing. More cost savings for your residents.

Safe, Accessible Location

Primary needs for your residents can be met at our location. A 6 foot covered fence surrounds this facility with barbed wire within the Village limits of Wellington. There is an inside waiting area, and bathrooms are available upon request.

Traffic Homicide and Crime Scenes

WestWay Towing has been approved by the Broward Sheriff's Office, Fort Lauderdale Police Dept., Sunrise Police Dept., the Florida Highway Patrol, Boca Police Dept., and Delray Beach Police Dept. to service potential traffic homicide accidents. Our employees are experienced in recovering and holding vehicles in strict compliance with the needs of onsite traffic investigations and crime scenes. WestWay Towing has worked with these special Police investigators for over twenty years, and has developed extensive experience in complex recoveries involving police, fire, and other emergency agencies. WestWay Towing has experience in all types of towing and recoveries. All of our drivers are trained to handle overturned vehicles. More importantly they are trained to service calls in a courteous and professional manner.

Village Of Wellington Quick Response Time: Efficiency

WestWay Towing will have units placed strategically within or adjacent to the Village of Wellington boundaries at all times. We will keep a tow truck at S.R. 441 and Lake Worth Road at all times. We will have another vehicle at our main location which is on Fairlane Farms Road. Another unit will be placed at Western end of Forrest Hills Blvd. These locations will change based on the severity of coverage needed in the Village. Quick response times allows PBSO to complete their reports and get back to action instead of waiting for tow trucks to arrive. Those unavailable hours sitting add up to major dollars in your PBSO budget. WestWay's operation offers significantly better efficiencies to the Village, PBSO and the community.

Village Of Wellington Residents Release Of Vehicle

If a vehicle is towed by your designated police department, PBSO, the law states that the registered owner has to go down and release the vehicle with the proper identification. There have been many instances that the vehicle towed was the only vehicle owned by that resident. If a Wellington resident needs a ride to pick up their vehicle or to release it to someone who will repair it, WestWay shall except fax information to help your residents expedite the return of their vehicle. This is another benefit that most towing companies will not accept. The free ride to our office when needed is also dollars saved by your residents.

Scheduling and Cost Control System

Mr. Goldstein does all the scheduling at WestWay Towing with the dispatcher on call. To determine the appropriate staffing levels, a good company always overstaffs, because you never know what's going to come in. We will use our experience and previous years towing schedules to look and compare for holiday scheduling. We schedule with an overlapping technique, so we always have available drivers at any given hour.

Westway Towing Command Center Vehicle

This 2015 Mercedes Spinter RV is equipped with safety equipment, refrigerator, bathroom, and office seating for use at extended emergencies that emergency responders will participate in like a DUI task force check point scene, or a 5 alarm fire.

Project Approach

Our main location for servicing the Village of Wellington Towing and Storage Services is in the Village of Wellington. The location is 3340 Fairlane Farms Road, Suite 2 Wellington, Florida 33414.

This facility is ADA accessible and has indoor storage for those vehicles requiring protection from inclement weather or special investigative holds. This indoor facility is



capable of storing at least 10 vehicles comfortably. We have a mechanical lift, and tools that we make available for vehicles that are being held for crime scene investigations. There are offices available for your special investigators as well. These offices have computers, printers, Wi-FI, bathrooms, desks, and phones. We also have a locked personal property room that we store valuable property that has been taken out of the car for additional security and protection for the public. Each item is tagged with a decal we

have made, recorded accurately and stored responsibly.

Our outdoor storage facility is completely enclosed by a six-foot fence with barbed wire and enough room to handle 100 cars. We have video cameras and recorders for added security as well.

The fees charged to your residents are based on Palm Beach County Consumer Affairs pricing. The pricing for a small average vehicle is \$167.00 and 7.50 a mile. Having our office in the Village of Wellington could save close to \$100 or more dollars based on a towing company servicing Village. The tow to the towers compound according to the RFP can be up to 15 miles per the specifications of the RFP. Don't forget the owner that may want to bring their vehicle for repair back to the area, which equates to possibly 30 miles at 7.50 per mile would be \$225.00 plus the \$167.00 for a possible total of \$392.00. WestWay Towing's facility is in the Village limits. The probable average miles fee would be about 5 miles; which is a substantial savings to your residents. The location of our facility in conjunction with the revenue generated to the Village as a result of our program and the added conveniences to the public will be a win-win-win.

These special features that we offer to your residents will save them money on transportation. These features will save your residents time in handling their issues while being inconvenienced by the reason they were towed. WestWay Towing knows what your residents are going to go through when their vehicle is towed, so we have developed these features to help them get through their dilemma.

Equipment List

WestWay Towing is equipped with the finest commercially manufactured equipment available, and at any time can handle any type of recovery or wrecker situation that has occurred.

Our vehicles are maintained and inspected on a daily basis. Each driver is responsible to check the vehicle prior to his day of work. Any equipment problem discovered or maintenance required is reported to dispatch immediately. All trucks are serviced every 8,000 miles by a full time employee, who is a certified ASE mechanic. This includes hydraulics, brakes, and all fluid checks. It is important that our image is as good as our service. We have been selected four times by TOW TIMES Magazine, which is the main magazine that recognizes the Towing industry across the country. This past week WestWay Towing placed as the overall Show winner for the beauty contest at the Orlando Towing convention.

WestWay Towing owns 95 percent of our fleet. To keep up with one of the nicest fleets in the country we try to keep one driver to a truck. We do not like multiple drivers to a truck because you lose the responsible party. Trucks stay in top condition and trade in values are much stronger. Our wreckers and flatbeds are turned over every three to four years. This also creates for the best depreciation return as well.

In conjunction with our highly powered computerized dispatch system WestWay Towing uses a vehicle tracking system that provides reports and information on our own fleet. If a driver is abusing his vehicle by making quick stops or driving erratically, an email is sent immediately to the manager on shift. When our driver signs in to work they also go through a vehicle equipment list on their tablet. The driver can note any vehicle issues and any equipment problems and this is then emailed directly to our own ASE diesel mechanic.

Wellington Council Maeting June 3,721 WAY TOWING, INC

VEHICLE LIST

Vehicle Class	Make/Model	Description	Year	Own/Lease/ Subcontract	Palm Beach County Decal #
D	KENWORTH/ T327K	50 TON WRECKER	2014	OWN	280
В	HINO/258	FLATBED	2015	OWN	276
В	HINO/258	FLATBED	2015	OWN	288
В	HINO/258	FLATBED	2015	OWN	289
C	KENWORTH	25 TON WRECKER	2015	OWN	281
A	DODGE/550	WRECKER	2015	OWN	298
A	FORD/550	WRECKER	2014	OWN	299
A	FORD/550	WRECKER	2012	OWN	290
A	FORD/550	WRECKER	2013	OWN	278
В	HINO/258	FLATBED	2014	OWN	284
В	FREIGHTLINER/M2	FLATBED	2009	OWN	286
A	FORD/550	WRECKER	2015	OWN	233
A	FORD/450	WRECKER	2014	OWN	275
В	PETERBUILT/T327	FLATBED	2017	OWN	277
A	DODGE/3500	WRECKER	2011	OWN	285
D	VOLVO TRACTOR	LANDOLL	2016	OWN	
D	VOLVO TRACTOR	LOWBOY	2016	OWN	
C C	KENWORTH	25 TON WRECKER	2015	OWN	PENDING
D	KENWORTH	60 TON ROTATOR	2014	OWN	PENDING
c c	KENWORTH	25 TON WRECKER	2015	OWN	PENDING
D	KENWORTH	60 TON WRECKER	2017	OWN	PENDING
D	PETERBUILT	50 TON WRECKER	2017	OWN	PENDING

^{*}Vehicles with "PENDING" are waiting to be approved by Palm Beach County Department of Consumer Affairs

** A full equipment roster is located at the end of Tab 6

No Need for Subcontracting

WestWay Towing owns more specialized Towing and Recovery Equipment then most Towing operations in the State of Florida. This equipment is available 24 hours a day, seven days a week like all of our other equipment. With the following equipment WestWay is capable of handling any type of Recovery that occurs in Wellington.

We own a Volvo Loader L120 with a bucket and forks that will assist in cleaning up any spill or merchandise that penetrates the roads in the City. We own a bobcat with a sweeper, forks, and bucket to assist in cleanup as well. We have an environmental truck for use of recovering spilled fuels and other liquids. We have two motorcycle trailers, one indoor and one outdoor for transporting the Police motorcycle units as well as the public if requested. We have two 54-foot Landoll rollback trailers for transporting an airplane or the City fire engines safely. We have four Lowboys for the Cities heavy equipment with height and overweight issues.







Wellington Council Meeting June 13, 2017







Wellington Council Meeting June 13, 2017



Wellington Council Meeting June 13, 2017









PRICING FORM (Tab # 7)

Schedule A. Schedule A relates to the amount of money per tow that the proposer will be remitting back to the Village.

SCHEDULE A

Cost Recovery Fee	Fixed County Rate	*Estimated Annual Tows	Per Tow Paid to the Village	Anticipated Revenue to Village	
Class A	\$167.00	600	\$ 67.00	\$ 40,200.00	
Class B	\$248.00	5	\$ 98.00	\$ 490,00	
Class D	\$530.00	5	\$ 230,00	\$ 1150.00	
Per Mile Fee					
Class A	\$7.50	N/A	N/A	\$0	
Class B	\$8.50	N/A	N/A	\$0	
Class D	\$12.50	N/A	N/A	\$0	
Storage Fee	\$25.00	N/A	N/A	\$0	
TOTAL ANTICIPATED VILLAGE REVENUE	N/A	610	N/A	\$ 41840,00	

^{*}Annual tows are only provided as an estimate.

Proposer shall include an amount to be paid to the Village per tow and multiply the amount by the estimated number of tows to determine the anticipated revenue to the Village.

Schedule B. Schedule B relates to the amount of money the Village will pay for Village owned vehicles.

SCHEDULE B

Rate Type	Fixed County Rate	UOM	Village Rate
Class A	\$167.00	Per Tow	\$ 0
Class B	\$248.00	Per Tow	\$ 0
Class D	\$530.00	Per Tow	\$ 0
Per Mile Fee			
Class A	\$7.50	Per Mile	\$ 0
Class B	\$8.50	Per Mile	\$ 0
Class D	\$12.50	Per Mile	\$ 0
Other Fees			\$
Tire Change	N/A	Flat Rate	\$ 0
Jump Start	N/A	Flat Rate	\$ 0
Gas Delivery	N/A	Flat Rate	\$ 0
Lockout- Village Vehicle	N/A	Flat Rate	\$ 0

Schedule C. Schedule C relates to the amount vehicle owners should anticipate paying in per mile fees, if vehicle is towed from Wellington City Hall to storage site.

SCHEDULE C

Per Mile Fee	# of Miles from Wellington City Hall to Towing Site	County Rate- Per Mile Fee	Estimated Mile Fees to Vehicle Owners Per Tow
Class A	2.8	\$7.50	\$ 21.00
Class B	2.8	\$8.50	\$ 23.80
Class D	2.8	\$12.50	\$ 35.00

PROPOSER'S CERTIFICATION (TAB #8)

I have carefully examined the Request for Proposal, General Information, Specifications and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 180 days in order to allow the Village of Wellington adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Wellington or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

WESTWAY TOWING, INC	
Name of Business	
By: Craig Goldsten.	Sworn to and subscribed before me This 33rd day of
Signature	
Name & Title, Typed or Printed	Patricy M. Wooderund
3/20 FAIRLANE FARMS Rd Mailing Address	Notary Public
WELLINGTON, FL. 334/4 City, State, Zip Code	State of Floring
S61 368-4466	Notary Public State of Florida Patricia M Woodward
Telephone Number Email Address (259 583 – 9397) Facsimile Number	My Commission FF 243496 Express SHH0/2019

CONFLICT OF INTEREST STATEMENT (TAB#9)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

CONFLICT

[] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

QUESTIONNAIRE (TAB #10)

PROJECT:

Vehicle Towing and Storage Services

OWNER:

VILLAGE OF WELLINGTON

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Village of Wellington shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the Village.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the Village is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Village of any subsequent agreement between the Village and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Ed De La Vega, Director of Purchasing (561) 791-4055.

QUESTIONNAIRE

Proposer's Name:	WESTWAY Towns, INC
Principal Office Address:	WELLINGTON, FL. 33419
Official Representative:	CRAIG GOLDSTEIN
Individual Partnership (Circle One) Corporation	
If a Corporation, answer this: When Incorporated:	1990
In what State:	FLORIDIA
If Foreign Corporation:	
Date of Registration with Florida Secretary of State:	()
Name of Resident Agent:	
Address of Resident Agent:	
President's Name:	
Vice President's Name:	
Treasurer's Name:	
Members of Board of Directors:	
	
If a Partnership:	
Date of Organization:	-
General or Limited Partnership*:	
Name and Address of Each Partner: Name	Address
1.	

2	
3	
*Des	ignate general partners in Limited Partnership
1.	Number of years of relevant experience in operating similar business: 26
2.	Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?
	Yes () No 💢
	If yes, give details on a separate sheet.
3.	Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? NEVER
	If yes, please explain:
4.	Has the proposer or any of its principals ever been declared bankrupt or reorganized under put into receivership? $\sim \epsilon \vee \epsilon \wedge \epsilon$. Chapter 11 or
	If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.
5.	Person or persons interested in the proposal and Questionnaire Form (have) (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).
	Explain any convictions on a separate sheet.
6.	Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
	A. List all pending lawsuits
	SEETAB 5
	B. List all judgments from lawsuits in the last five years: NONE THAT WE ARE AWARE OF,
	C. List any criminal violations and/or convictions of the proposer and/or any of its principals: MONE
7.	Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in

MONE

the Village of Wellington that the proposer or its firm has had within the last five (5) years.

connection with this proposal: (If none, so state). Please also include a list of any clients within the boundaries of

The proposer understands that information contained in this Questionnaire will be relied upon by Wellington in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the Village Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Palm Beach Sheriff's Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated April, 2.3, 2017

Lag Beldstein

DRUG FREE WORKPLACE (TAB #11)

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

- We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use
 of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees
 for violations of such prohibition.
- We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drugfree workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor's Signature

NON-COLLUSION AFFIDAVIT (TAB #12) State of FLORIDA County of PACA BEACH Being duly sworn deposes and says: That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to retrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true. WESTWAY TOWN Print name of designated signatory day of April, 2017, before me appeared Crara Goldstain personally known to me to be and acknowledged that (she/he) signed the name the person described in and who executed this freely and voluntarily for the uses and purposes therein described. In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above. Notary Public State of Florida Patricia M Woodward My Commission FF 243496 Notary Public in and for the State of Expires 08/06/2019 (Affix Seal Here) stricia M Woodward

My commission expires

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



A GREAT HOMETOWN

Manager Paul Schofield

RFP# 009-17/ED

Title: Vehicle Towing and Storage Services

Bid Opening Date: March 25, 2017 at 10:00 AM Local Time

Addendum Date: April 18, 2017

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (RFP) Request for Proposals for Vehicle Towing and Storage Services. Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

Question # 1: Regarding the Per Tow Paid to the Village: Is this fee applied on vehicles that are statutorily abandoned (never redeemed) by the owner?

Response # 1: Under such circumstances, the selected proposer shall not be responsible for paying a fee to the Village.

Question # 2: Will there be a physical onsite inspection and approximate date of when this may occur?

Response # 2: The selection committee will decide at their scheduled meeting (May 11, 2017) whether physical onsite inspection shall be required.

Question #3: Have any addendums been issued to date by the Village?

Response # 3: This is the only addendum issued.

Question # 4: Insurance limits requested by Village are higher than required by PBSO and State of Florida according to Professional Wrecker Operators of Florida. Is the Village willing to require the same coverage?

Response # 4: Yes, the Village will honor insurance limits as required by PBSO and State of Florida. The Village will ensure such limits are provided and maintained by the awarded vendor prior to contract award/execution.

Question # 5: Are questions asked at pre-bid meeting going to be posted on Demand Star or the Village website and when?

Response # 5: All questions pending from the pre-bid are addressed as part of this addendum.

Question # 6: Will there be a price increase allowed for services and storage if there is an increase granted by Palm Beach County due to normal CPI increases included in the Palm Beach County Towing ordinance.

Response # 6: The Village will allow the awarded vendor to charge the County established rates, throughout the term of the contract. If the County fees increase due to CPI, the awarded vendor shall charge such fees. Any fees paid to the Village will remain the same during the initial term of the contract.

Question #7: Are minority providers given points?

Response #7: The Village does not have a Minority preference policy.

Question #8: Do I submit a separate equipment list for the subcontracted equipment of another tow company?

Response # 8: The subcontracted equipment shall be included as part of the proposing vendor's equipment list and shall be identified as "subcontracted".

Ouestion #9: Will the boundaries be clearly posted for the contract area?

Response # 9: The boundaries shall be established at the time of contract award/execution.

Question # 10: Will monthly payment to the Village be based on the vehicles released vs vehicles towed? Remember that the timeline for disposing of vehicles not picked up and paid for depends on the year of the vehicle (3 yrs. or newer) must hold 50 days and vehicles older than 3 years must be held 36 days.

Response # 10: Monthly payments to the Village shall be based on vehicles towed, paid for, and released.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Bidder Acknowledging Receipt of

Addendum No. (1) One to be attached in front of Bid

RFP# 009-17/ED Vehicle Towing and Storage Services

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Price/Revenue to Village	Total	Local Preference	Grand Total	Rank
Bruce Wagner								
#	Vehicle Towing and Storage Services	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Kauff's Towing	40	35	10	85	3	88	2
2	Babbsco Towing	20	20	15	55	5	60	5
3	Blake's Towing	30	30	20	80	3	83	4
4	Sister's Towing	40	35	8	83	3	86	3
5	West Way Towing	35	40	20	95	0	95	1

	PROPOSERS	Qualifications of the Firm	Approach and Methodology	Price/Revenue to Village	Total	Local Preference	Grand Total	Rank
Jay Miller								
#	Vehicle Towing and Storage Services	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Kauff's Towing	40	35	13	88	3	91	2
2	Babbsco Towing	20	25	15	60	5	65	5
3	Blake's Towing	30	30	20	80	3	83	4
4	Sister's Towing	40	35	10	85	3	88	3
5	West Way Towing	35	40	19	94	0	94	1

Tom Lundeen								
#	Vehicle Towing and Storage Services	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Kauff's Towing	40	32	14	86	3	89	4
2	Babbsco Towing	38	26	16	80	5	85	5
3	Blake's Towing	40	36	20	96	3	99	1
4	Sister's Towing	40	36	12	88	3	91	3
5	West Way Towing	40	36	18	94	0	94	2

Wellington Council Meeting June 13, 2017

Tanya Quickel								
#	Vehicle Towing and Storage Services	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Kauff's Towing	39	39	11	89	3	92	4
2	Babbsco Towing	37	37	12	86	5	91	5
3	Blake's Towing	37	37	20	94	3	97	2
4	Sister's Towing	40	40	10	90	3	93	3
5	West Way Towing	39	40	19	98	0	98	1

Robert Basehart								
#	Vehicle Towing and Storage Services	Max 40 Pts	Max. 40 Pts	Max 20 Pts.	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	Kauff's Towing	37	35	14	86	3	89	3
2	Babbsco Towing	32	37	15	84	5	89	3
3	Blake's Towing	38	37	18	93	3	96	1
4	Sister's Towing	38	37	12	87	3	90	2
5	West Way Towing	36	35	17	88	0	88	5

#		POINTS	Rank
1	Kauff's Towing	15	4
2	Babbsco Towing	23	5
3	Blake's Towing	12	2
4	Sister's Towing	14	3
5	West Way Towing	10	1

May 11, 2017

NOTICE OF INTENT TO AWARD

Notice is provided as follows:

REQUEST FOR PROPOSALS- RFP# 009-17/ED- VEHICLE TOWING AND STORAGE SERVICES Opening Date and Time April 25, 2017, 10:00 PM local time.

- 1. The selection committee for RFP# 009-17/ED- Vehicle Towing and Storage Services met on May 11, 2017, and has recommended contract award to the following firms:
 - Primary Awardee West Way Towing, Inc.
 - Secondary Awardee Blake's Towing and Transport, Inc.
- 2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the RFP Documents and approval by the Village of Wellington Council

Wellington Council Meeting June 13, 2017

SCHEDULE A			Kauff's	Towing	Babbsc	o Towing	Blakes	Towing	Sister's Towing		West Way Towing	
		Estimated Annual		Anticipated Annual Revenue to								
Vehicle Towing and Storage Services	Fixed County Rate	Tows	Per Tow Paid to the Village	Village	Per Tow Paid to the Village	Village	Per Tow Paid to the Village	Village	Per Tow Paid to the Village	Village	Per Tow Paid to the Village	Village
COST RECOVERY FEE												
Class A	\$167.00	600	\$51.37	\$30,822.00	\$60.00	\$36,000.00	\$69.00	\$41,400.00	\$33.40	\$20,040.00	\$67.00	\$40,200.00
Class B	\$248.00	5	\$100.00	\$500.00	\$80.00	\$400.00	\$75.00	\$375.00	\$49.60	\$248.00	\$98.00	\$490.00
Class D	\$530.00	5	\$150.00	\$750.00	\$170.00	\$850.00	\$100.00	\$500.00	\$106.00	\$530.00	\$230.00	\$1,150.00
PER MILE FEE												
Class A	\$7.50	N/A	N/A	\$0.00								
Class B	\$8.50	N/A	N/A	\$0.00								
Class D	\$12.50	N/A	N/A	\$0.00								
Storage Fee	\$25.00	N/A	N/A	\$0.00								
TOTA	N/A	610	N/A	\$32,072.00	N/A	\$37,250.00	N/A	\$42,275.00	N/A	\$20,818.00	N/A	\$41,840.00

SCHEDULE B	_		Kauff's Towing	Babbsco Towing	Blake's Towing	Sister's Towing	Westway Towing
Village Vehicles/Service	Fixed County Rate	иом	Village Rate	Village Rate	Village Rate	Village Rate	Village Rate
Rate Type							
Class A	\$167.00	Per Tow	\$0.00	\$50.00	\$0.00	\$35.00	\$0.00
Class B	\$248.00	Per Tow	\$0.00	\$75.00	\$0.00	\$60.00	\$0.00
Class D	\$530.00	Per Tow	\$0.00	\$110.00	\$0.00	\$150.00	\$0.00
PER MILE FEE							
Class A	\$7.50	Per Mile	\$0.00	\$4.00	\$0.00	\$1.50	\$0.00
Class B	\$8.50	Per Mile	\$0.00	\$5.00	\$0.00	\$2.50	\$0.00
Class D	\$12.50	Per Mile	\$0.00	\$6.00	\$0.00	\$4.00	\$0.00
OTHER FEES							
Tire Change	N/A	Flat rate	\$0.00	\$50.00	\$45.00	\$0.00	\$0.00
lump Start	N/A	Flat rate	\$0.00	\$50.00	\$45.00	\$0.00	\$0.00
Gas Delivery	N/A	Flat rate	\$0.00	\$50.00	\$45.00	\$25.00	\$0.00
Lock-Out Village Vehicle	N/A	Flat rate	\$0.00	\$50.00	\$45.00	\$0.00	\$0.00

SCHEDULE C			Kauff's Towing		Babbsco Towing		Blakes Towing		Sister's Towing		West Way Towing	
			# of Miles From Wellington City Hall	Estimated Mile Fees to Vehicle	# of Miles From Wellington City Hall	Estimated Mile Fees to Vehicle	# of Miles From Wellington City Hall	Estimated Mile Fees to Vehicle	# of Miles From Wellington City Hall	Estimated Mile Fees to Vehicle	# of Miles From Wellington City Hall	Estimated Mile Fees to Vehicle
	County Rate Per M	lile Fee	to Towing Site	Owners Per Tow								
Class A	\$7.50	Per Mile	15	\$112.50	3	\$22.50	2.5	\$18.75	7.7	\$57.75	2.8	\$21.00
Class B	\$8.50	Per Mile	15	\$127.50	3	\$25.50	2.5	\$21.25	7.7	\$65.45	2.8	\$23.80
Class D	\$12.50	Per Mile	15	\$187.50	7	\$87.50	2.5	\$31.25	7.7	\$96.25	2.8	\$35.00
Kauff's Towing facility is approx. 15 miles from Wellington City Hall; however they have capped the mileage fee for all tows at 5 miles. Therefore the max charge will be (\$37.50, \$42.50, \$62.50). The customer will still travel approx. 15 miles outside of Wellington to retrieve vehicle.												
Sister's Towing facility is approx. 7.7 miles from Wellington City Hall; however they have capped the mileage fee for all tows at 2 miles. Therefore the max charge will be (\$15.00, \$17.00, \$25.00). The customer will still travel approx. 7.7 miles outside of Wellington to retrieve vehicle.												

Village of Wellington



Legislation Text

File #: 17-1207, Version: 1

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

REQUEST: Authorization to award a contract to Strategic Planning Group, Inc., to provide the Village with a housing and economic impact study, in the amount of \$103,000.

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

The evaluation committee for RFP# 027-16/ED selected Strategic Planning Group, Inc., as the highest ranked proposer and subsequently recommended negotiations with the firm.

On April 12, 2017, the Village Council authorized staff to negotiate a contract with Strategic Planning Group, Inc., to provide the Village with a housing and economic impact study.

As part of Strategic Planning Group's initial proposal, they provided a flat fee of \$36,236 for the housing study and \$71,474 for the economic impact study. The total cost of both studies was \$107,710.

After continuous communication between the Village and Strategic Planning Group, Inc., both parties have agreed to the terms and pricing of an agreement (attached), in the amount of \$103,000 total for both studies (\$32,000 - housing and \$71,000 - economic impact), pending Council approval. Such agreement would reduce the initial fee by \$4,710 or approximately five percent. In addition, Strategic Planning Group, Inc., has agreed to scope clarification questions and comments as described in Exhibit B of the attached agreement, including a completion of both studies by early 2018.

Staff recommends awarding a contract to Strategic Planning Group, Inc., in the amount of \$103,000, to provide the Village with a housing and economic impact study.

All related RFP documents may be found by clicking on the following link:

http://wellingtonfl.gov/Home/Components/RFP/RFP/267/203

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO QUASI-JUDICIAL:

FIRST READING: SECOND READING:

LEGAL SUFFICIENCY: YES

File #: 17-1207, Version: 1

FISCAL IMPACT: Funding was included in the FY 2017 Strategic Planning Outside Services Budget (GL#001-4015-515.34-01).

WELLINGTON FUNDAMENTAL: Protecting Our Investment

RECOMMENDATION: Authorization to award a contract to Strategic Planning Group, Inc., to provide the Village with a housing and economic impact study, in the amount of \$103,000.



AGREEMENT FOR

CONSULTING SERVICES

Between

WELLINGTON

And

Strategic Planning Group, Inc.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made this _____ day of ______, 2017, by and between VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and Strategic Planning Group, Inc. (hereinafter referred to as CONSULTANT), located in Ponte Vedra, Florida.

WHEREAS, it is necessary for WELLINGTON to obtain the services from Strategic Planning Group, Inc. for a Housing and Economic Impact Study.

WHEREAS, CONSULTANT represents it is capable and prepared to provide such services.

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

ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be ______.

The term of this Agreement shall be for a period of eight (8) months beginning on the effective date of the agreement, subject to appropriation of funding, except that it may be terminated as provided herein.

ARTICLE 2 SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the Services as specifically set forth in the proposal attached hereto as **Exhibit "A"** with Scope Clarification as **Exhibit "B"** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the "Services").

ARTICLE 3 COMPENSATION

3.1 GENERAL

As compensation for providing the Services, WELLINGTON shall pay CONSULTANT'S fees based on the amount stipulated in the attached proposal. The Services herein shall not exceed \$103,000.00 in one fiscal year. CONSULTANT represents and warrants that it shall notify WELLINGTON in writing prior to doing any further work pursuant to this Agreement if it will exceed the contract amount provided for herein.

3.2 DELAY

The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from WELLINGTON for any direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay from any circumstances.

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

4.1 General Liability Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars (\$500,000), personal injury and advertising injury liability of not less than Five

Hundred Thousand Dollars (\$500,000), and general aggregate of not less than Five Hundred Thousand Dollars (\$500,000).

- **4.2 Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.
- **4.3 Professional Liability** Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.
- **4.4 Hired & Non Hired Vehicles** Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON. CONSULTANT shall include WELLINGTON as an additional insured on the General Liability Insurance policy required by the Agreement.

CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 5 STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and CONSULTANT shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONSULTANT agrees to protect, defend, indemnify, and hold harmless WELLINGTON, its officers and employees, from any and all claims, liabilities, damages, losses and costs, including but

not limited to, reasonable attorney's fees and court costs, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT arising out of or connected with this Agreement. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes. The CONSULTANT acknowledges receipt of sufficient consideration for the indemnification provided herein.

6.3 SURVIVAL

Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the services, CONSULTANT will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

ARTICLE 9 SUBCONSULTING

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONSULTANT be authorized to use WELLINGTON'S Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

ARTICLE 12 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing information on hand required by CONSULTANT, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

ARTICLE 13 TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of the Agreement through no fault of CONSULTANT. It may also be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for Services rendered to WELLINGTON'S satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by WELLINGTON, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work to WELLINGTON.
- C. Continue and complete all parts of the work that have not been terminated.

CONSULTANT shall be paid for Services actually rendered to the date of termination.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither WELLINGTON nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 16 NON-DISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

ARTICLE 17 WAIVER

A waiver by either WELLINGTON or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 ENTIRETY OF AGREEMENT

WELLINGTON and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 21 SUCCESSORS AND ASSIGNS

WELLINGTON and CONSULTANT each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 22 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

ARTICLE 23 ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CONSULTANT'S place of business.

ARTICLE 24 NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To WELLINGTON

As To CONSULTANT

Village of Wellington 12300 Forest Hill Blvd Wellington, Florida 33414 Strategic Planning Group, Inc. 830-13 N A1A, Suite 402 Ponte Vedra, Florida 32082

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 6:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and WELLINGTON.

ARTICLE 25 CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of Michael O'Dell, Manager of Operations Planning and Zoning, who shall act as WELLINGTON's representative during the term of the Agreement.

ARTICLE 26 KEY PERSONNEL

CONSULTANT shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 27 CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by CONSULTANT under this Agreement shall be made available to any individual or organization by CONSULTANT without prior written approval of WELLINGTON.

ARTICLE 28 CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The VENDOR's completed Conflict of Interest Statement provided within **Exhibit** "A" (Tab 9) and incorporated herein by this reference. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

ARTICLE 29 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

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

ARTICLE 30 PUBLIC ENTITY CRIMES

No consultant may be a person or affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. The CONSULTANT shall comply with section 287.133, Florida Statutes, as is amended from time to time.

ARTICLE 31 TIME

Time is of the essence in all respects under this Agreement.

ARTICLE 32 PREPARATION OF AGREEMENT

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 33 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RACHEL CALLOVI AT 561-791-4000, RCALLOVI@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

IN WITNESS WHEREOF, WELLINGTON and CONSULTANT have executed this Agreement as of the day and year first above written.

ATTEST	VILLAGE OF WELLINGTON
By:Chevelle Nubin, Wellington's Clerk	By: Anne Gerwig, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	CONSULTANT
By: Laurie Cohen, Village Attorney	By:
	(Corporate Seal)

REQUEST FOR PROPOSAL

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



Council

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



A GREAT HOMETOWN

Manager Paul Schofield

SUBMITTED TO:

Village of Wellington Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414

SUBMITTED BY:



Contact: Robert J. Gray, President and Proposed Project Manager 830-13 N A1A, Ste 402 Ponte Vedra Beach, FL 32082 1 (800) 213- PLAN Phone (904) 631-8623 www.spginc.org



STRATEGIC PLANNING GROUP, INC.

Economics • Planning • Development Consultants USA. Jamaica. Guam. Virgin Islands.

Robert J. Gray, Chairman & President rgray@spginc.org

December 30, 2016

City Clerk 12300 Forest Hill Blvd Wellington, FL 33414

RE: RFP 027-16/ED-Housing and Economic Impact Study

Dear Sir/Madam:

Strategic Planning Group, Inc. (SPG) is pleased to submit one original, five copies (5) paper copies and one (1) CD of our proposal to assist the Village of Wellington prepare its Housing and Economic Impact Study.

Strategic Planning Group, Inc., **formed in 1983**, has been assisting local and county governments throughout the Southeast prepare and implement successful economic development strategies, redevelopment programs and housing programs. We are the State of Florida leaders in Economic Development (Economic impacts) and Housing (including Workforce Housing). Recent Economic Impact examples include; Pembroke Pines, North Miami, Boynton Beach, Delray Beach, St. Lucie County, Sarasota, Kissimmee, Tampa/Hillsborough County, Pasco County and City of Wilton Manors. We just completed the City of Johns Creek's, GA (Atlanta) first economic development strategy. Our studies not only include Citywide Economic Development Strategic Plans (ESDP) but also specific submarkets within cities. For example, Pembroke Pines' EDSP addressed the City's three geographic submarkets in addition to a Citywide Plan. Our studies have also addressed the economic repositioning of shopping centers and malls.

Not only do we know how to prepare economic development plans but we know how to implement successful strategies. Our staff has managed four local Economic Development Organizations, served under three mayors and are active/Board members in the Florida Economic Development Council and the Southern Economic Development Council.

Economic development has changed significantly over the last decade. It addresses not only job creation but also workforce training, education, housing, comprehensive planning and, in the case of Wilton Manors, revitalization. We are the only economic development consultancy that also provides in-house expertise in comprehensive planning, workforce housing, and redevelopment planning. We have prepared over **25 comprehensive/growth management plans** and over **50 redevelopment programs**. We have been involved in **equestrian planning** having assisted Ocala, Brevard County, Volusia County and Pasco County on equestrian feasibility programs

SPG is a national leader in assisting states, counties, municipalities and private sector housing builders/developers define and plan for market grade and workforce/affordable housing strategies and plans. We have conducted over 200 market feasibility studies for private developers throughout the Southeast. We have also assisted over 40 county and local governments prepared housing feasibility studies; an example of which was Pinellas County's Comprehensive Housing

SPG

PAGE 2

Study which included the County's 14 cities. SPG has also prepared housing market analysis and workforce housing studies for Palm Beach County, the City of Fort Lauderdale, the Cities of Coconut Creek, Sunrise, North Miami, Coral Gables, and the Florida Housing Finance Corporation; to mention but a few of our studies. SPG completed a 2035 Housing Demand Analysis and Strategy that is focused upon workforce housing under a contract with Envision Utah and Washington County, Utah and a similar study for Hall County, GA.

Staff Experience – SPG key staff are active in both the Florida Economic Development Council (FEDC) and the Florida Redevelopment Association. Mr. Robert Gray, AICP, proposed project manager, served on the FEDC Board as well as the Economic Development Boards for three Florida Mayors. He has extensive management experience, public and private. He has served as a County Planning Director, and City Planner. Mr. Gray has prepared over 40 economic development plans and economic repositioning strategies (including equestrian venues as well as repositioning shopping centers and Malls. He has prepared over 200 housing studies and is a national leader in workforce housing including preparing over 20 workforce/ affordable housing programs in Florida alone. Ms. Mary Jane Stanley, CEcD, is active in the Florida Economic Development Council (FEDC), International Economic Development Council (IEDC), and the Southern Economic Development Council (SEDC). She was selected as a Fellow Member of the IEDC in December 2014. She served on the Board of FEDC for 8 years and was Chairman in 2005. In December 2014, she was selected as a Fellow of the International Economic Development Council. In 2008, she was named the Eunice Sullivan Economic Development Professional of the Year. She has served as an Economic Development Director in Pasco and Polk Counties as well as the City of Hollywood. She served as the Downtown Development Director for the City of Tallahassee and Planning Director for the City of Cocoa. SPG can also draw upon its additional staff members as needed on this project.

Lastly SPG has a working knowledge of South Florida and Palm Beach County. We have prepared numerous economic repositioning studies for South Florida communities including Boynton and Delray Beach as well as Pembroke Pines. SPG prepared Palm Beach County's Affordable Housing Study as well as the County's Workforce Housing Study. We believe we have the unique talent and real world expertise to assist the Village of Wellington develop a successful economic development program and housing plan that can truly impact the Quality of Life of its citizens and increase the Village's revenue stream. We look forward to the opportunity to assist the Village and its stakeholders and should you need additional information, please feel free to contact me directly using our toll free number shown below and/or our webpage www.spginc.org.

Sincerely.

Strategic Planning Group, Inc.

Robert J Gray, AICP

President



Corporate Overview

WHY STRATEGIC PLANNING GROUP, INC!

EXPERIENCE: Economic Development Programs

Assisted over 60 communities internationally, as well as numerous regional and local jurisdictions, develop effective Economic Development Programs. We have also assisted over 25 communities de-Leaders in Economic Gardening, velop effective tourism . Knowledge and Creative based employment generation, and historic preservation/cultural economic development. Recent example: Pembroke Pines

EXPERIENCE: Community Redevelopment

Assisted 50 redevelopment agencies nationwide, including 30 in Southeastern United States, develop Community Redevelopment Plans which included TIFs and BIDs. Our redevelopment efforts since the 2007 real estate bust alone, have produced over \$1 billion in new investment. Example: Ormond Beach, FL

EXPERIENCE: Site Specific Market Research

Area-specific planning - SPG has conducted feasibility studies for over 450 million square feet of office and retail space, and major entertainment and mixed used developments. Example includes: St. Armands Circle, Sarasota.

EXPERIENCE: Equestrian Venues

Prepared numerous feasibility and planning studies for equestrian developments (public and private sector). Example: Georgia International Horse Park and Brevard County equestrian park.

EXPERIENCE: Workforce and Market Grade Housing

A national leader in housing feasibility studies and development of workforce/affordable housing programs. Prepared over 200 residential studies for 75,000+ units. Prepared over 20 Workforce housing programs. Example: Palm Beach County and Coral Gables...

Local Knowledge **EXPERIENCE:**

SPG prepared Palm Beach County's Affordable and Workforce housing studies as well as economic development/redevelopment strategies for Boynton Beach and Delray Beach. We have prepared housing studies for Ft. Lauderdale, Sunrise, Coconut Creek,

and North Miami.

Successful Implementation -- New Jobs and Capital Investment **EXPERIENCE:**

to Communities

SPG has been responsible for over 60,000 jobs/\$6 billion capital investment.



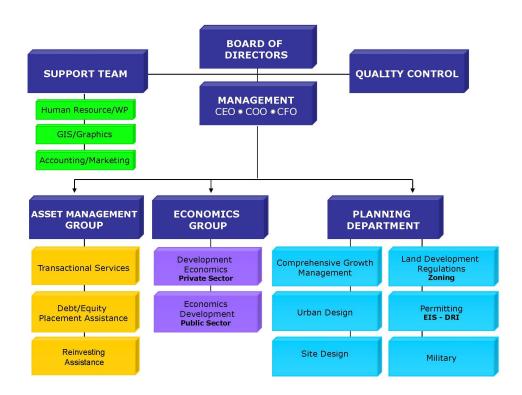
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Proposed Checklist





PROPOSAL CHECK LIST (TAB# 1)

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

- YES ✓ NO 1. Original and five copies and (1) PDF Electronic copy (CD)
- YES ✓ NO 2. Cover Letter and Table of Contents
- YES ✓ NO 3. Proposal Checklist and Submittal Form
- YES ✓ NO 4. Wellington Local Preference Application
- YES ✓ NO 5. Evidence of Insurance Certification
- YES ✓ NO 6. Current Licenses/Certificates of Authorization etc.
- YES
 NO
 7. Qualifications and Experience including references (form attached)
- YES ✓ NO 8. Technical Approach and Methodology
- YES ✓ NO 9. Fees to Perform Services
- YES ✓ NO 10. Proposer's Certification
- YES NO 11. Conflict of Interest Form
- YES ✓ NO 12. Questionnaire
- YES ✓ NO ___ 13. Drug free Workplace
- YES V NO 14. Acknowledgment of Addendums



PROPOSAL SUBMITTAL FORM (TAB #1)

Wellington 12300 Forest Hill Boulevard Wellington, Florida 33414
Strategic Planning Group, Inc. agrees to provide
(Vendor) a Housing and Economic Study to Wellington as defined in this RFP in accordance with the requirements of the Specifications and RFP Documents.
The undersigned Proposer has carefully examined the Specifications and Proposal/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.
The undersigned agrees to provide the service called for by the Specifications and RFP Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFP.
The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed (180) days after the date of Proposal opening stated in the RFP.
The undersigned accepts the payment policies specified in the RFP documents.
The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.
Dated this 28 day of December (Month), 2017 (Year)
INDIVIDUAL, FIRM OR PARTNERSHIP
By:/(Signature) /(Print name)
Address:
Telephone: (Fax: (
Social Security Number or Taxpayer Identification Number:
CORPORATION
By: / Robert J Gray, President (Print name)
23



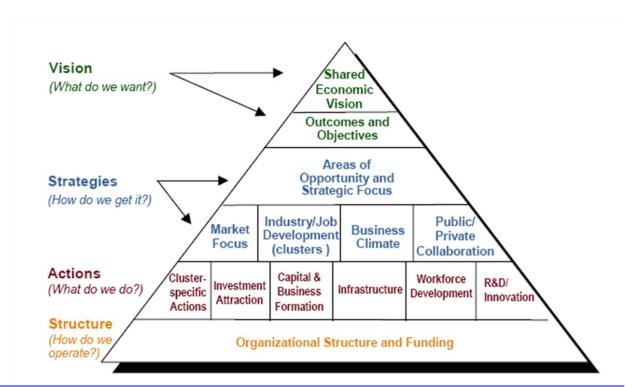
Address: 830-13 N A1A, Suite 402						
Ponte Vedra Beach, FL 32082						
Telephone: (904) 631-8623 Fax: (904) 834-2073						
Taxpayer (EIN) Identification Number: 59-2353641						
State Under Which Corporation Was Chartered: Florida						
Corporate President: Robert J Gray						
(Print Name)						
Corporate Secretary: Babette Ashley, Smith Gambrell Russell						
(Print Name)						
Corporate Treasurer: Christie Gray						
(Print Name)						
CORPORATE SEAL						
Attest By: Boberte Dehley Secretary						
ADDENDA RECEIPT VERIFICATION						
Proposer acknowledges the receipt of Addenda Nos. 1, 2, 3						



Tab



Wellington Local Preference (not applicable)





LOCAL PREFERENCE APPLICATION (TAB#2)

NOT APPLICABLE

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual:

2.12.F (2) Definition of Local Businesses

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within the Village of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which prefere	nce category your business is applying f	or:
☐ Western Communities Local Business		
Palm Beach County Local Business	NOT APPLICABLE	
Subcontractor Utilization		
1. The name of the business is:		
2. The address of the business is:		
	25	



NOT APPLICABLE

3. How long has the business been located at its current address:
4. If the business has relocated within the last six months, please provide the answers to questions 5-7 for the previous location:
5. The previous name of the business is:
6. The previous address of the business is:
7. How long was this business at the previous location:
8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.
9. The business as a local business tax receipt from: (1) Palm Beach County (2) the following municipality: (3) located in unincorporated Palm Beach County:
10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.
11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.
12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.
By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.
Applicants Federal Tax ID Number
Applicants Business Address
Signature of Authorized Representative of Corporation, Partnership, or other business entity:
Drint Names
Print Name:
Title: NOT APPLICABLE Date:
OVERV OF
COUNTY OF:
SUBSCRIBED AND SWORN TO (or affirmed) before me on this day of, 2014, by . He/She is personally known to me or has presented
as identification.
26



(Signature of Notary)	NOT APPLICAE	BLE
(Print or Stamp Name of Notary)		
Notary Public(State)	Notary Seal	
Signature of Individual if Sole Proprietor:		
Print Name:		
Date:		
CITY OF:		
COUNTY OF:		
SUBSCRIBED AND SWORN TO (or affirmed) to	oefore me on this day of He/She is personally known to me	or has presented
as identification.		(Type of Identification)
(Signature of Notary)		
(Print or Stamp Name of Notary)		
Notary Public	Notary Seal	(State)







Evidence of Insurance

Economic Development Experience







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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ACORD 25 (2010/05)

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ACORD

STRAPLA-01 WILKESONL

DATE (MW/DD/YYYY) 9/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CERTIFICATE OF LIABILITY INSURANCE

PRO	DUCER				CONTA NAME:	CT Angie D	ail			
Eagle American Insurance Agency, LLC 1855 West State Road 434			PHONE (A/C, No	o, Ext): (407) 7	88-3000	FAX (A/C, No):	(407	788-7933		
Longwood, FL 32750		E-MAIL ADDRESS: Angie.Dail@ioausa.com								
			INSURER(S) AFFORDING COVERAGE				NAIC#			
			INSURER A : Southern-Owners Insurance Company				10190			
INSURED			INSURE	RB: Hartfor	d Underwri	ters Insurance Comp	any	30104		
Strategic Planning Group, Inc.		INSURER C:								
830-13 N A1A Ste 402 Ponte Vedra Beach, FL 32082		INSURER D :								
Tomo Youra Boatin, 1 E 52552			INSURER F:							
co	COVERAGES CERTIFICATE NUMBER:						REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOWH INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE FOR THE PROPERTY OF THE PROPERT				OED BY	NY CONTRA 7 THE POLIC REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS.	R DOCUMENT WITH RESPI	ECT TO	WHICH THIS	
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	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
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В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		21WECGF0298		08/19/2016	08/19/2017	E.L. EACH ACCIDENT	\$	100,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	500,000
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Coral Gables Insurance Compliance	AUTHORIZED REPRESENTATIVE
P.O. Box 12010-CE Hemet, CA 92546-8010	the

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ACORD 25 (2014/01)

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Current Licenses





State of Florida Department of State

I certify from the records of this office that STRATEGIC PLANNING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on November 21, 1983.

The document number of this corporation is G72058.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on February 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2016



Ken Diffin Secretary of State

Tracking Number: CC2667554976

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOf Status/Certificate Authentication



Tab



Experience



Corporate Overview



HISTORY/PHILOSOPHY

Strategic Planning Group, Inc. (SPG) is highly qualified to provide the necessary economic development and housing expertise needed to assist the Village of Wellington in its Housing and Economic Impact Study. As evidence, we submit the enclosed statement of qualifications and experience. Per your RFP, our offices are in Ponte Vedra Beach, FL and Tampa, FL. The office location performing the work and relevant information is contained on the Cover.

SPG, a Southeast based economic development, economics, housing and planning consulting firm, was founded in 1983. The core of our practice is the implementation of economically viable developments—public or private. Increasingly, SPG's role is to act as the client's representative assisting in the coordination of the various disciplines associated with economic development; comprehensive land-use planning, envi-



ronmental assessments, engineering, permitting, design and construction, financing and management, and market research.

The practice of economic development and housing has changed dramatically over the last two decades. The basic business models have changed. Workforce quality and housing has become a more urgent concern, international trade is increasing important and changing demographics have changed the workplace. **SPG** is a pioneer in the use of strategic planning concepts in developing solutions to enhancing the economic development potential of local governments.

We are one of the first consulting organizations to successfully merge the fields of economic development, workforce development, housing growth management, land development regulations, and redevelopment planning. Perhaps, most importantly, we are internationally known for forg-

ing public/private partnerships and developing public consensus.

At the heart of all our studies is the belief that, in order to succeed, planning must be based on sound economic and market principles and have solid stakeholder involvement throughout the entire planning and implementation process.

Since 1983, we have continuously provided professional economic development, community redevelopment planning, and housing market feasibility services to local government entities throughout the Southeast. Our firm is committed to providing the highest quality of professional services to our clients. The success of this philosophy is evidenced by our clients satisfaction with the services we provide.

We are extremely proud of the fact that we maintain an 90+% client retention standing.

State of Florida Department of State

I certify from the records of this office that STRATEGIC PLANNING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on November 21, 1983.

The document number of this corporation is G72058.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on February 15, 2016, and that its status is active.

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Ken Define Secretary of State

Tracking Number: CC2667554976

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Corporate Overview

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Bradenton	X	X																			
Brevard County		X	X		X			X			X	X	X		X						
Cape County	X		x				X	X													
Citrus County Clay County			X	X	X		X				X		X				X		X	X	
Cocoa	X	X	X	X	X	X	X	X	X	X			X	X	X		X				X
Coconut Creek							X														
Coral Gable	X	•		v			X	X	•		w		w				v			v	
Daytona Beach Shores Deland	x	X	x	X		X	X	X	X	X	X		X		X		X			X	
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Deltona			X																		
Edgewater							X	X									X			X	
Fort Lauderdale Fort Pierce	X						X	X		X		X	X		X				X		
Fort Myers	- X	X						•	X	X		X	X							X	X
Hernando County	X		X				X	X							X				X		
Hialeah				X																	X
Hillsborough County	x	X	X	X	X	X	x	x	X	X	X		X	X	X		X	X	X	X	X
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Key West	X			X	X		X	X					X	X					X		
Leon County	X	X	X	X	X		X	X				X			X		X	X		X	X
Levy County Maitland	x	X	X	X					X	X				X			X				
Marion County	_ ^		X	_					-												
Monroe County	X	X			X		X	X											X		
Melbourne	X	X		X	X	X	X	X	X	X	X		X			X				X	
Navarre Beach North Miami	X	X	x	X	X	X		X	X	X		X		X			X			X	X
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Orange County	X	X	X		X			X		X				X	X	X	X			X	
Orlando	X	X	X	X			X	X	X	X			X	X	X						
Ormond Beach	X	X	X	X	X	X	X	X	X	X			X	X	X		X		X	X	
Palatka Palm Beach County		X	X	X			X	X					X	X						X	
Palm Coast	X	X	X	X	X	X	X	X	X	X			X	X		X	X			X	
Panama City	X	X		X	X			X	X	X		X	X			X	X			X	
Pasco County		X	X	X	X		X	X					w	X	X		X			v	
Pembroke Pines Pensacola	x	X	X	X			X	X					X				X		X	X	
Pensacola Beach	- 4	_		X			X	•	X	X		X	X				X		-		
Pinellas County	X	X		X			X	X						X							
Polk County			X	X	X		***	***	X								X			X	
Plant City Rockledge		X	X	X			X	X	X	X										X	
Safety Harbor		X	x	X				X	X	X						X				X	
Sarasota	X	X	X		X	X			X	X		X			X						
Springfield		X		_													X				
St. Augustine	X	X	X	X					X	X					X		X			X	
St. Cloud St. Johns County			x	_			X	X									A				
St. Petersburg	X	X	X	X	X		X	X	X	X	X		X	X	X		X		X	X	X
Sunrise							X	X													
Sumter County		•	X	X				v	•	X					v	X				X	
Tallahassee Tarpon Springs	X	X	X	X				X	X	X		X			X	X	X			X	
Temple Terrace			X	X				X	X	<u> </u>							X				
Titusville		X	X	X			X	X									X			X	
Vero Beach	X	X		X		X	X		X	X							X	-	X	X	X
Volusia County Walton County	X	X	X	X	X	X					X	X	X		X			X			
Walton County Winter Haven	x	X	X	X	X	X	X	X	X	X		X		X	X		X		X	X	X
				_		_							_	_	_				_		



ECONOMIC DEVELOPMENT

SPG is a leader in Economic Development assisting both the public and private sector to develop relocation plans and incentive programs. SPG staff have served on numerous Economic Development Councils and Agencies to aid with the implementation of numerous Economic Development Plans. SPG recently developed the Economic Development Strategic Plans for Pembroke Pines, FL, Boynton Beach, Wilton Manors and assisted the Counties of Pasco, Hillsborough and Hardee as well as the City of North Port develop Strategic Economic Development Plans..

Examples also include the Economic Development Strategic Plan for Volusia County, creating a five year \$100 million program for the County. SPG understands economic development from both industry and community view points. SPG is a nationally recognized site location consultant as well as an internationally recognized leader in Economic Development.

Florida

Apopka

Boynton Beach

Bradenton

Citrus County Clay County

Cocoa

Delray Beach

Deltona

Duval County

Escambia County

First Coast Region

Hardee County

Hernando County

Jacksonville

Jacksonville Beach

Lee County

Leesburg

Leon County

Levy County

Maitland County

Manatee County

Marion County

Monroe County

Nassau County

North Miami

North Port

Orlando

Ormond Beach

Ormond Crossings

Palm Coast

Pensacola

Polk County

Pembroke Pines Pasco County

Florida (cont.)

Putnam County

Rockledge

Safety Harbor

St. Johns County

St. Petersburg

Sumter County

Tarpon Springs

Titusville

Vero Beach

Volusia County

Winter Haven

Withlacoochee Region

Alabama

Autauga County

Calhoun County

Chilton County Coosa River County

Elmore County

Etowah County

Mobile County

Montgomery County

St. Claire County

Shelby County

Talladega County

California

Palmdale

LA Airport Authority

Georgia

Atlanta Olympic Committee

Camden County

City of Conyers/Rockdale

County

Hinesville

Johns Creek Kingsland

Oconee

Paulding Tifton

Louisiana

Covington

Lake Charles

Mississippi

Biloxi

Pascagoula

North Carolina

Raleigh

Spring Lake

Washington

South Carolina

Fairfield County

Texas

Corpus Christi

Davton

Galveston

Ingleside

International

Alice Springs, Australia

Darwin, Australia

Trinidad & Tobago

Arab Republic of Egypt

St. Thomas, Virgin Islands

St. Croix, Virgin Islands

St. Johns, Virgin Islands

Curacao, The Netherlands



Corporate Overview

REAL ESTATE MARKET & DEVELOPMENT

Strategic Planning Group, Inc. (SPG) through its retail division provides a team of professionals having considerable experience in the commercial retail and services industries. These services are utilized by developers, retail chains, independent retailers, financial institutions, leasing agents and marketing organizations.



Professional consulting services are provided for a wide range of proextending from iects individual, free-standing facilities to specialty regional centers and malls. Community and neighborhood retail revitalization is also avail-

able to various governmental agencies and merchant groups.

Beginning with the initial retail market research, SPG professionals can assist throughout the conceptualization, permitting, development, financing and marketing process for a given project.

Retail consulting services have been provided by SPG professionals for the following selected clients:

- Allied Department Stores (Jordan Marsh)
- Arvida Corporation (St. Joe)
- DeBartolo Development
- Federated Department Stores (Macys)
- Flagler Development

RETAIL SERVICES:

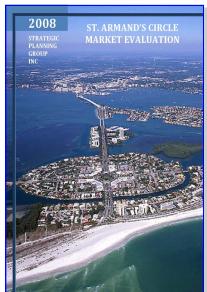
RETAIL POSITIONING STRATEGY **ALLIED DEPARTMENT STORES** MAAS BROTHER . Market Square nonte Mall Galleria Mall Clearwater Mall Boynton Beach Mall SPG Strategic Planning Group, Inc.

- Forest City REIT
- **Homart Development Company** (Sears)
- Home Depot
- J.C. Penny Company
- **KMart**
- Marine Bank
- Orlando Central Park, Inc.
- Simon Properties
- Southeast Bank
- **Sunstates Property**
- Municipal and County Governments/Agencies

Retail Model

Consumer/Business Surveys ◆ Financial Feasibility Analysis • Market Feasibility Analysis Market Identification Property Acquisition • Retail Expenditure Forecasts • Retail Market Research Retail Sales Projections Site Selection/Evaluation ◆ Tenant Identification ◆ Tenant Mix Analysis







AFFORDABLE/WORKFORCE HOUSING

Strategic Planning Group, Inc. (SPG) is a real estate market economics and development consulting firm focused upon providing clients with independent, comprehensive consulting services. Our residential consulting services are provided by experienced professionals in the fields of development economics, urban planning, marketing, and finance.

SPG serves the housing industry throughout the United States and provides professionals in the housing industry with the critical information required to make informative development and financial decisions.

The identification of the market characteristics of supply and RESIDENTIAL SERVICES demand and potential consumers and achievable levels of absorption set the stage, for SPG can offer continuing assistance through the coordination and implementation of a total development and marketing strategy; from initial concept to final sell-out.

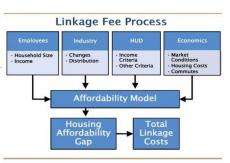
SPG can identify potential problem areas in existing developments and offer realistic and successful solutions. Our detailed analysis of the marketplace, combined with years of development and consulting experience will help developers, investors, and financial concerns to better position products and capture selected target market segments, resulting in optimal efficiency, improved overall sales performance and increased profitability.

Public Sector:

- Cape Coral, FL
- · Coconut Creek, FL
- Edgewater, FL
- Escambia County, FL
- Florida Housing Finance Corporation
- Ft. Lauderdale, FL
- Hall County, GA
- · Orange County, FL
- Ormond Beach, FL
- Palm Beach County, FL
- · Panama City, FL
- Pasco County, FL
- Pinellas County, FL
- Plant City, FL
- St. Johns County, FL
- St. George, UT
- · Sunrise, FL
- Tampa, FL
- Temple Terrace, FL
- Titusville, FL
- Washington County, UT

Private Sector:

- Alette Corporation (Minnesota Power & Light)
- Arvida Corporation
- Avatar Corporation
- David Weekley Homes
- Fairfield Communities
- First National Bank of Chicago
- Fletcher Land Corporation
- Fore Property Company
- Forest City Group
- General Development
- · Gibraltar Savings and
- Gulfstream Land
- Hovnavian Homes
- IStar REIT
- ITT Palm Coast
- Lennar Corporation
- Major Realty Corporation
- Pulte Homes
- Robex International



Market Feasibility Analysis

Absorption Potentials Competitive Product Surveys Consumer Profiles Demand/Supply Projections Demographic Analysis Site Potentials

Management Support

Advertising Coordination **Development Strategies** Product Refinement **Public Relations Coordination** Real Estate Work-outs Site Selection

Product Positioning

Crime Prevention Design Density Lot Sizing/Configuration **Product Characteristics Product Types** Product/Project Amenities Sizing, Pricing, Mix

Financial Feasibility

Cash Flow Analysis Internal Rate of Return Pro Forma Financial Statements

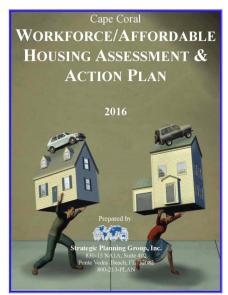
Marketing and Sales Strategy

Development Phasing Product Merchandising

Workforce Housing

Affordability GAP Assessment Workforce Housing Needs





PALM BEACH COUNTY AFFORDABLE HOUSING STUDY Strategy Planning Group, Mr. Jacksonder, Florida 2220





Prepared for:
Housing Finance Authority of Pinellas County

September, 2012

Cape Coral Workforce Housing Study

Strategic Planning Group, Inc. prepared the City of Cape Coral's Workforce/Affordable Housing Study. The Plan recommended the following: ten (10) strategies to promote and retain workforce/affordable housing as required in the future:

- Promote the Development of More Housing Supply
- Identify Sufficient Land for Compact Affordable Housing Development
- Promote the Development of Accessory Units
- Increase Densities & Adopt Appropriate Parking Requirements
- Promote Higher Density Housing within the City's CRAs
- Zoning for Smart Growth
- Create or Increase Local Funding for Workforce/Affordable Housing
- Waiver of Impact and Related Fees
- Stabilize and Preserve Existing Affordable Housing
- Utilize Where Appropriate White House Housing Toolkit

Affordable Housing Study, Palm Beach County, FL -

SPG was retained to prepare an affordable housing study. SPG worked closely with numerous County Departments Staff to coordinate collection of relevant data. The study covered a 20-year planning horizon with detailed data provided in 5-year increments for each of the County's 19 housing sectors. The study provided needed data to document the affordable housing needs of the county. Inventory data concerning the county's ownership and rental markets were determined including mobile homes, and mobile home and apartment conversions. Data was gather from the County Appraisers Office, including recent sales. Additional data was derived from MLS sales and listings, State listings of apartments and condos, and surveys of the local market.

Pinellas County Housing Study

Pinellas County is Florida's most densely populated County. SPG prepared a comprehensive market grade and affordable/workforce housing assessment of the County and its 24 municipalities..

The study was organized into ten sections:

- ◆Executive Summary
- ◆Regional (MSA) Overview
- ◆Pinellas County Municipal Housing Market Overview
- ◆Pinellas County Residential Ownership Housing Supply/Demand
- ◆Pinellas County Residential Rental Supply and Demand
- ◆Pinellas County Market Conditions
- ◆Pinellas County Needs Assessment
- Sustainability Factors
- ◆Best Practices



PALM BEACH COUNTY



WORKFORCE HOUSING STUDY

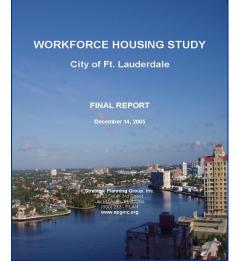
Housing Needs Model, 2006 – 2010 Housing Affordability Model, 2006

> Strategic Planning Group, Inc. 2453 South Third Street Jacksonville, Florida 32250

Workforce Housing Study, Palm Beach County, Florida

After completing Palm Beach County's Affordable Housing Study (0-80% AMI) Palm Beach County retained SPG to prepare a workforce housing program whose income ranges ranged from 60%-140% AMI. This study included development of workforce housing models that staff could use to continually update the findings of the study which are used to support the County's mandatory inclusionary zoning ordinance.

The project included public workshops.



Workforce Housing Program - City of Ft. Lauderdale -

The Program was comprised of several steps used to convert new employment into households and income categories in order to determine gaps in housing affordability at different income levels. This study included a detailed demand and supply analysis as well as a detailed listing of appropriate policies and tools to assist in solving the workforce housing problem within the city.



Vision Dixie Housing Study - Washington County, Utah -

SPG was retained by Envision Utah and Washington County to prepare a housing analysis for the third fastest growing Metropolitan area in the United States. SPG prepared a detailed Workforce/Housing Analysis and Program for the St. George MSA. The analysis included detailed listings of Policies and Tools that could be used by local government to help remedy the growing Affordable and Workforce Housing demand through 2035.



CITY OF PEMBROKE PINES 2014-2019 ECONOMIC DEVELOPMENT STRATEGIC PLAN BRIEFINA CONTROL OF THE PERSON OF THE PERSO

AUGUST 2014

SPG was retained by the City to prepare its first Economic Development Strategic Plan which was adopted unanimously in December 2014. The City is the second most populous City in Broward County.

Pembroke Pines Economic Development Program

The *EDSP* contains 6 Goals, 20 objectives and 76 strategies. The *EDSP* goals are:

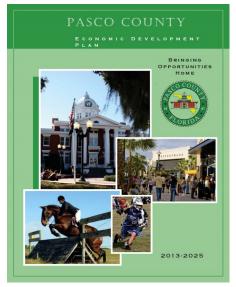
Goal 1: POSITION CITY IMAGE, BUSINESS CLIMATE AND BRAND FOR ECONOMIC DEVELOPMENT

Goal 2: POSITION THE CITY FOR ECONOMIC DEVELOPMENT

Goal 3: DEVELOP PRODUCT - LAND AND BUILDINGS

Goal 4: PROMOTE ECONOMIC REDEVELOPMENT THROUGHOUT THE CITY

Goal 5: DEVELOP INFRASTRUCTURE FOR BALANCED GROWTH Goal 6: IMPROVE QUALITY OF LIFE-COMMUNITY DEVELOPMENT



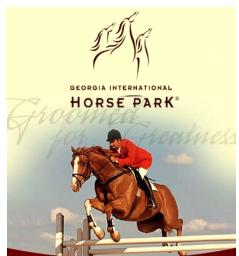
Pasco County Economic Development Program -

Pasco County, with a population of 475,000, is part of the Tampa, St. Petersburg, Clearwater MSA. **SPG** was retained to develop the County's first complete Strategic Plan. The SEDP included not only Countywide Goals, Objectives and Actions but also divided the County into five (4) market areas with separate Goals, Objectives, and Strategic Actions for each of the Market Areas. The SEDP included numerous workshops and throughout the County as well as developing Countywide and Market Area Profiles, SWOT Analyses and a final Implementation Plan. The planning effort was used to assist the County in passing its Penney for Pasco ordinance which was overwhelmingly supported by 75%+ of County voters.

Georgia International Horse Park

SPG was commissioned by the City of Conyers and Rockdale County to develop a plan for 1,100 acres of vacant land. SPG prepared a feasibility study that resulted in the creation of the Georgia International Horse Park which then became the site of the equestrian venue of the Atlanta Olympic Games. The equine and recreational complex provided a variety of activities and facilities to promote equestrian events and educational programs including:

- The Museum of Equine Sports
- The Quarter Horse Museum
- The Thoroughbred Hall of Fame
- The Museum of the American Standardbred
- The Hall of Breeds
- The University of Georgia Equine Center
- The United States Equestrian Team Training Center





REFERENCE FORM (Tab# 5)

Co	OMPANY NAME, ADDRESS, CI PHONE & FAX NUM	
	1990 (1990 1990 1990 1990 1990 1990 1990	
Company Name: Pinellas County Community D	evelopment/Housing Finance Autho	prity
Address: 440 Court Street, 2nd Floor, 0	Clearwater Florida 33756	
Contact Name: Sheri Harris, Community De	evelopment/Housing Finance Cor	
Phone: 727.474.1165	Fax: 727.464.8454	E-Mail: skharris @ pinellashfa.org
Company Name: City of Jacksonville, Office of E	Economic Development	
Address: 117 W Duval St., Suite 275	Soliding Borolopinant	
Jacksonville, FL 32202		
Contact Name: Karen Nasrallah, Redevelopr	nent Manager	
Phone: 904.630.2272	Fax: 904.630.2919	E-Mail: KarenN@coj.net
Company Name:		
City of Ormond Beach, FI		
Address: 22 South Beach Street, Ormo	nd Beach, FL 32175	
Contact Name: Joe Mannarino Economic [Development Director	
Phone: 386.676.3266	Fax: 386 676.3330	E-Mail: joe.mannarino@ormondbeach.org
Company Name: City of Pembroke Pines		
Address:		
10100 Pines Blvd		
Pembroke Pines, FL 330 Contact Name:	26	
	or, Planning and Development	
Phone: 954.435.6513	Fax: 954.435.6546	E-Mail: mstamm@ppines.com



Personnel Summary

The following is a brief overview of the experience of the key personnel that will be working on the Village of Wellington Economic Impact and Housing Studies

Mr. Robert J. Gray, AICP—Chairman & President

As Chairman and CEO of Strategic Planning Group, Inc. (SPG), Robert Gray has over 30 years of international consulting experience in Affordable/Workforce Housing, and Economic Development.

Housing - He is has prepared over 200 residential market/financial feasibility studies for market grade developments accounting for 75,000 units. He has also prepared numerous housing studies for local government including preparing the Housing Market Assessment for Pinellas County and its 24 municipalities. Mr. Gray is a national leader in Workforce/Affordable Housing having prepared 19 studies. He has prepared two housing analyses for Palm Beach County (Affordable Housing Study and later a Workforce Housing Study), and Ft. Lauderdale's Workforce Housing Study. He prepared the Affordable/Workforce Housing Programs for the Cities of Cape Coral, Coral Gables, Sunrise and Coconut Creek, the later is Florida only Inclusionary Housing Linkage Fee program. Mr. Gray's experience includes developing over 19 Housing Elements.

Economic Impact—Mr. Gray has prepared over 30 Economic Development Strategic Plans most within the State of Florida. Examples include Pembroke Pines, Wilton Manors, North Miami, Boynton Beach, Ormond Beach, North Port (Sarasota) as well as the following Counties: Volusia, Pasco, Duval, St. Johns, and Polk.

Real Estate Economics - He has prepared feasibility studies for over 45 million square feet of retail space and over 20 million square feet of office space. He is a leader in tourism planning.

Equestrian Venues - Mr. Gray has prepared feasibility and planning studies for numerous equestrian venues throughout the South including the Georgia International Horse Park, equestrian PUD (Hunter's Ridge), equestrian venue feasibility studies for Brevard County, Pasco County and Marion County. **Mr. Gray will serve as Project Manager.**

Ms. Mary Jane Stanley, CEcD - Economic Development/Market Research

Ms. Stanley has over 25 years of economic development, redevelopment and market research experience. As a State and National leader in economic development, she is fully versed in the need for workforce/affordable housing and has been active in the field of Workforce housing for the last 15 years. She served as the President/CEO or administrator of Economic Development for: Pasco County, Tallahassee, Cocoa, and Hollywood. She was named a Fellow of the Council of Economic Development in 2014. Ms. Stanley, CEcD will serve as senior Economic Development Consultant.

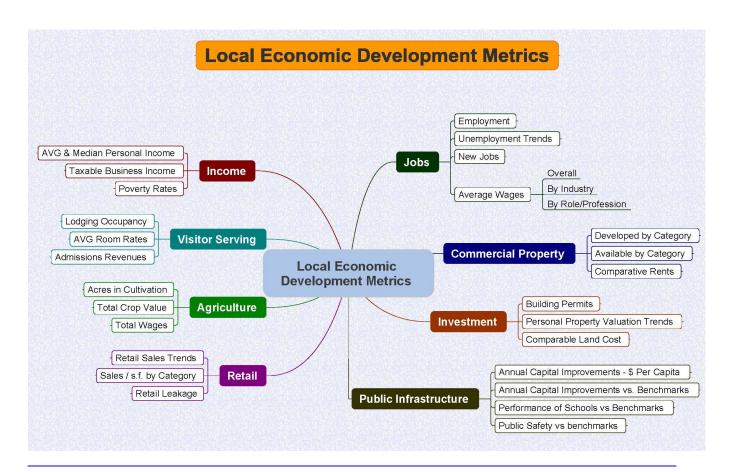
Mike Plummer, Senior Housing Consultant

Mr. Plummer has 30 years experience in economic and real estate consulting. He began his career as a bank holding company economist responsible for forecasting housing growth throughout the State of Florida. He served on Governor Bob Graham's Task Force on Housing in 1978 and on his Economic Advisory Council between 1982 and 1984. Mr. Plummer later became a National Director of Real Estate Consulting for KPMG Peat Marwick. Mr. Plummer also served as an economic advisor to the Olympic Games in Atlanta. During his consulting career, he has conducted numerous housing studies for private and public-sector clients around the country. Since joining Strategic Planning Group, Inc., he has conducted affordability housing studies for Fort Lauderdale, Coconut Creek, and Palm Beach County, Florida. Mr. Plummer will serve as Senior Housing Consultant.

Tab



Technical Approach





PHASE 1— ECONOMIC DEVELOPMENT (IMPACT)

The impact of the Great Recession had significant impacts on Palm Beach County and on the Village of Wellington; but the South Florida market is and in some cases has rebounded.

The Village recognizes the need to address the its competitive position within the region, and to develop a sustainable future. To this end the development of this Economic Development (Impact) Action Plan will be a next step in taking a tactical approach to addressing the short and mid term strategic necessary to strengthen the Village's economic footprint to achieve true sustain-

ability by retaining and capturing quality jobs wherein it can generate the revenues needed to provide its residents with highest quality services and facilities including housing.

As both leaders in economic development, redevelopment, housing and comprehensive plan (including form based codes), we believe that Strategic Planning Group, Inc. is uniquely qualified to assist you develop both the Economic Impact and Housing Plans which have as its focus not only goals, objectives and policies but a clear understanding of "how " to achieve them.



SPG, Inc is a pioneer in utilizing (strategic planning) approach to develop programs

and strategies over the last 30 years. The approach is based heavily on the development of community consensus amongst all stakeholders. SPG has been recognized by the American Planning Association and National Economic Development Organization in the field of community consensus building.

One of the most important skills which SPG brings to its clients, is its hands-on organizational experience within the field of economic development, redevelopment, and real estate economics. We work diligently with local stakeholders to develop the most appropriate organizational structure necessary to implement and fund the recommendations of our study. Our corporate experience in equestrian venues, medical, entertainment and mixed use developments will assist in the preparation of these Plans.

Why do Economic Development?

Based on assisting over 60 regions, counties and communities prepared economic development plans, the public sector is involved in economic development to:

- Increase wealth and prosperity for the Village and its citizens;
- ensure job opportunities for all of its citizens;
- expand the tax base for local government to better serve the citizens;
- improve the quality of life of its citizens by increasing the standard of living; and



Approach to Project

Without an economic development program, the community would grow but not always in the way desired. Without a proactive approach to economic development, growth may result in the Village having lower waged, service-oriented jobs and a lower standard of living. By targeting and attracting firms that produce high-wage, high-value jobs, which are competed for with other communities, prosperity is increased and the standard of living in the Village is raised. A Strategic Economic Development Plan will outline the goals, objectives and action steps required to achieve the Village's goals.

By encouraging high levels of capital investment along with high-wage jobs, the tax base is expanded, thereby providing more dollars for local and state governments to provide high-quality services. This new tax base will continue to provide a strong return, especially at the local level, for many decades.

Local economic development is a process of deliberate intervention in the economy of a particular locality to stimulate economic growth by creating the local business climate which fosters private investment. It is a process which is neither exact nor fully predictable, and is more of an art than a science. For communities, the results of the process are jobs, revenue, and long—term economic prosperity.

The Village of Wellington realizes that it needs to review its overall competitiveness and analyze its overall strengths and weakness so that it can position itself to capture higher paying job creation within the Village, create attainable market grade and workforce housing and generate additional revenues to maintain and enhance the quality of life of its residents. To this end, the Village has committed to prean Economic Development (Impact) Plan and a Housing Plan both of which will incorporate specific actions and tasks with corresponding metrics to direct the Village for the next 30 year time period.

Economic Impact Analysis - F	lorida Large Scale Developments
Project/Name	Project/Name
Alico	Magnolia Creek (formerly Heidrich)
Amelia Island	Magnolia Ranch Lakeside Estates
Banyan Bay	Maitland Summit
Bramalea	Mississippi Chemical
Celebration (formerly Osceola Mixed Development)	Oak Crest
Central Altamonte	Orlando International Center
Central Florida Research Park	Ormond Crossings
CFRP (1986)	Patillo Commerce Park
Charlotte Square Mall	Pine Island
Coastland Center	Pine Aire Lakes Substantial Deviation
Corporate Park	Plantation Bay
Creekwood	Ponce Inlet
CSX	Quadrangle
Debra	Quadrangle (Southeastern Investments)
Dupont Centre	River Club
Eastbourne	Riverwood
Eastbourne-Amerifirst	Scottsmoore
Florida Power and Light	South Chase
Florida Horseman's Park	St. Johns Harbour
Florida Raceplex - Lake County (formerly Motorsports Park)	Strand
Fountainhead	Summer Beach
Hammock Dunes	Sun Bank
Harbor Town Marina	Sweetwater Ranch
Hemispheres	The Highlands
Horne Property	The Reserve
Huckleberry	Timber Cove
Hunter's Ridge	Timucuan
Indigo Development Master	Treasure Coast Square Mall
International Drive Extension	Turkey Creek
Isles of Athena	University Square Mall
Lake Lockloosa	Vista Plantation
Little Lake Bryan	Westinghouse
Lucas Lakes	

Staff and Corporate Experience

Site location, especially prime or basic

businesses that bring dollars in from outside the area or region, do not initially look at political boundaries. Market forces and income flows are regional in nature. Once a firm has established what region it wishes to locate, the site selection process begins the process of competitive property or site analyses.

The biggest mistake local governments make is to define the market in terms of only its specific



Approach to Project

boundaries. For example, many communities will attempt to define only their own labor market whereas a company will analyze the commuting basin that surrounds a potential site. In most cases this involves up to a 30 minute commute radii which usually includes multiple counties.

The single biggest mistake that local communities make when attempting to develop and implement economic development strategies is not being able to document available inventory, either available buildings or permit ready sites, capable of satisfying market demand. In the short term, it is impossible to compete if a governmental jurisdiction has no "inventory".

Sites and buildings within the Village are not competing with themselves (within the City) but rather competing against other communities that fall within a specific industry's market area; which in the case of the Village include at least two counties.

Lastly, a local political jurisdiction needs to make sure that its policies and regulations enhance economic development not constrain it. SPG, was recently retained by the Hillsborough/Tampa Planning Commission which is charged with developing the Growth Management Plans for Hillsborough County, Tampa, Temple Terrace and Plant City, to determine if its current goals, objectives, and policies supported or restrained economic development. The conclusions of that study resulted in the Planning Commission receiving the 31st Tampa Bay Award from the Tampa Bay Regional Planning Council.

An Economic Development Strategic Plan (EDSP) must be based on "strategic planning principles", including understanding the local Strengths, Weaknesses, Opportunities and Threats based on its own regional competition. A SWOT must look at how the Village is positioned regionally, not just at itself.

Strategic Planning Group, Inc. (SPG) is proud of being the State's leading economic development firm. For over 30 years our staff has assisted 40+ Florida communities (as well as other national and international communities) develop and implement their economic and redevelopment programs. The Village of Wellington and South Florida has a whole are recovering from the one of worst depressions in Florida history. Residential and commercial values for the most part are still below their 2007-8 highs but none-

SWOT ANALYSIS



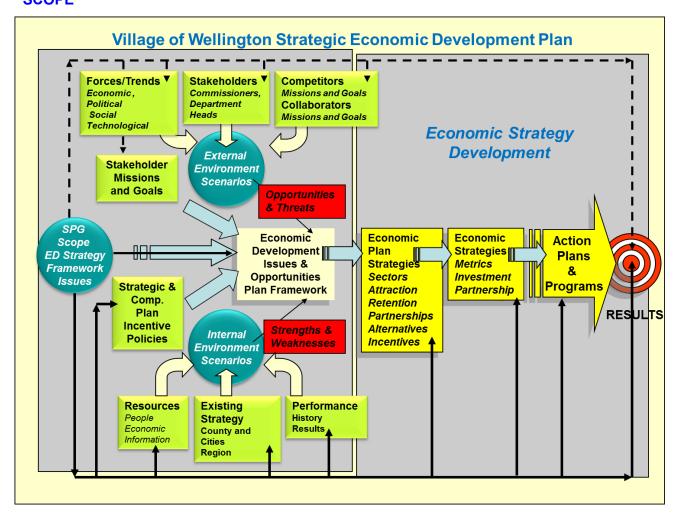
theless have staged a significant upswing in the last 18 months. The competition for jobs and new commercial construction is increasing as shown by Pembroke Pines (SPG prepared its Strategic Economic Development Plan) recent successes in finding a developer for its new 3,500 seat mix use Civic Center and its new Town Center.

Understanding the Village of Wellington

Wellington has a national and international reputation as a leading Equestrian Center, and is home to approximately 9,200 acres of Equestrian Preserve. The 12 week International Winter Equestrian Festival (starting January 11th) has an estimated economic impact of over \$900 million according to Visit Florida.

The rebounding economy has resulted in the recent listing of a 33.5 acre equestrian complex for \$45 million





Per your RFP, SPG will:

- A. Review and analyze existing business, becoming familiar with Wellington's demographic, socioeconomic information, labor force statistics, sales tax revenue, and other key demographic and economic indicators.
- B. Prepare key demographic trend analysis. Provide forecasts (up to 30 years), social and economic factors, and key financial indicators. The plan shall include a market segmentation analysis of Wellington's commercial, retail, and industrial sectors, along with the home based businesses.
- C. Review and analyze the equestrian demographics. Include all equine businesses, their locations, and business types. Discuss competitors both within and outside Wellington. Where possible, provide revenues and employment information.
- D. Compare the "Four Corner" businesses of the Wellington PUD with those businesses located along State Road 7. Provide an analysis on how these two distinct business locations within Wellington interact. Determine their relationships (if any) and their influences on the community. Determine how these businesses support or rely on one another (if at all). Determine how the community views and utilizes each district.
- E. Conduct a strengths, weaknesses, opportunities, and constraints (Threat) analysis (SWOC).



Approach to Project

Use the SWOC results to identify ways that will strategically position Wellington to maximize opportunities and set priorities. Include the direct influences of the equestrian community on Wellington as a whole and the planned communities being developed north and west of Wellington.

- F. Identify those attributes that make Wellington unique. Identify the steps Wellington can take to preserve, nurture, and market these special fea-
- G. Conduct a leakage analysis of Wellington businesses, including the equestrian community.

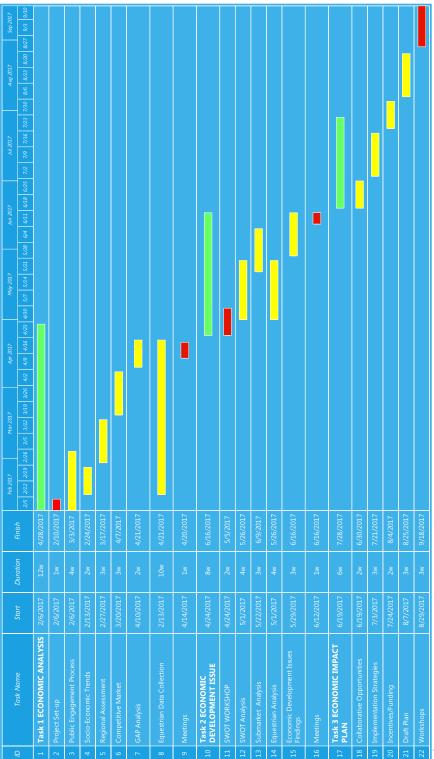
DATA:

Primary data will be from:

- American Community Survey
- Census

tures.

- City data including permits, land use, utilities, business licenses, etc.
- Claritas
- Economic Development Organizations
- Equestrian surveys and interviews
- Hospital interviews
- Realtors
- Retail interviews
- Stakeholders



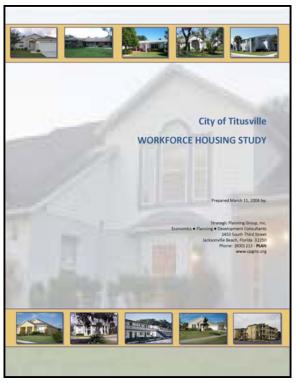


Phase 2 - Housing Study

Approach

The overall responsibility and scope of work for the consultant will be to prepare a study with recommendations that offers Wellington an understanding of its current housing inventory, demographics, and specific housing types available. This study should also address future unmet

housing demands over the next 5, 10, and 20 years. Research and analyze planned housing development activities outside Wellington's boundaries as an overview and evaluate the impacts these planned housing developments will have on Wellington's housing stock. The study should provide a basis for formulating community-specific housing priorities, alternative policies, and intervention strategies, which may include land use and zoning modifications. Another major component would be to determine the allocation of Village resources, recommending the appropriate allocation of financial resources from the Villages budget to housing, include other funding sources such as grants from the U.S. Department of Housing and Urban Development, and the State of Florida and or Palm Beach County. The study should recommend methods for positioning Wellington's housing to promote an economically diverse community. The purpose of this study is to assist decision-makers and community members in developing a meaningful sense of the housing market, as it exists and future needs. The study should provide an understanding of key housing issues, including the "why" a specific housing



type is required. This study will be a platform for strategy and policy decision making that will guide Wellington for the next 30 years.

SCOPE

SPG will perform the following tasks:

- A. Review and analyze existing housing characteristics as well as demographic and economic characteristics of households within the Village of Wellington. This includes, but is not limited to, household composition, vacancy rates, income levels of homeowners, housing tenure, and turnover rates. Include a summary of the surrounding municipalities, rental-housing inventory and cost patterns, prospective homebuyer demographics, and senior housing.
- B. Provide an evaluation of the economic trends and forecast housing needs that would affect Wellington's housing inventory and policy making. Discuss economic conditions, employment, and population growth. Determine what impacts higher density living would have on infrastructure and business revenues.
- C. Provide recommendations, based on market information, on the nature and extent of short-to-mid-term housing needs. Discuss potential price range, affordability, target group (seniors, families, young adults), etc. Also provide a housing affordability analysis including income categories.



Scope of Services

- D. Prepare potential redevelopment strategies, increasing walkability, transit options, older housing sustainability strategies, and the viability/cost effectiveness of rehabilitating older structures. This includes determining appropriate allocation of housing financing resources such as grant funding from the U.S. Department of Housing and Urban Development, and resources available from the State.
- E. Identify future locations for new residential development or potential residential redevelopment, including Wellington's Midtown concept.
- F. Determine the need for high density housing and the impact it would have on property values, businesses, schools, infrastructure, etc.
- G. Assess the demand, resources, challenges, and opportunities by types and prices of housing to determine the demand by groups, types, and price categories of housing.
- H. Forecast the housing demand and future population over the next 5, 10, 15, and 20 year periods. Also, determine if the younger generation in the urban West Palm Beach area will migrate to Wellington when starting a family.
- I. Provide an evaluation of the impact that surrounding planned housing developments will have on Wellington. These developments include: Arden Dunes and Minto West that are located northwest of Wellington on Southern Blvd. and Seminole Pratt Whitney Rd., and Avenir which is located north of Wellington between Northlake Blvd. and Beeline Hwy.
- J. Provide an Implementation Plan that identifies issues/items which require action in the short or long-term. Specific issues to be studied include but are not limited to:
- a. Recommendations on strategies and programs to help with any potential development or redevelopment in Wellington.
- Research and analysis of how to attract homeowners and renters to Wellington with new developments appearing nearby.
- c. Breakdown of sales activities and prices in recent years relating to type of building, type of buyer, and turnover rate.
- d. How to plan for local and regional economic and employment trends that may impact the housing market.
- K. Meetings:
- a. The consultant will be expected to regularly interface with staff (in-person meetings and conference calls) concerning approach and tasks throughout the project. The consultant should have frequent interaction with staff to ensure that the Villages' desired objectives are met and that Wellington's unique concerns are addressed. The consultant will also be expected to consult with Wellington's legal counsel.
- b. Preparation and facilitation of 2 or more workshops with business community leaders, the business community in general, the Chamber of Commerce, and other leaders/citizens in the Wellington community.
- c. Briefing with Wellington's Planning department.
- d. Attendance of at least three (3) meetings and/or study sessions with Wellington Village Council to discuss findings and present the draft and/or final Housing Study



Housing Model

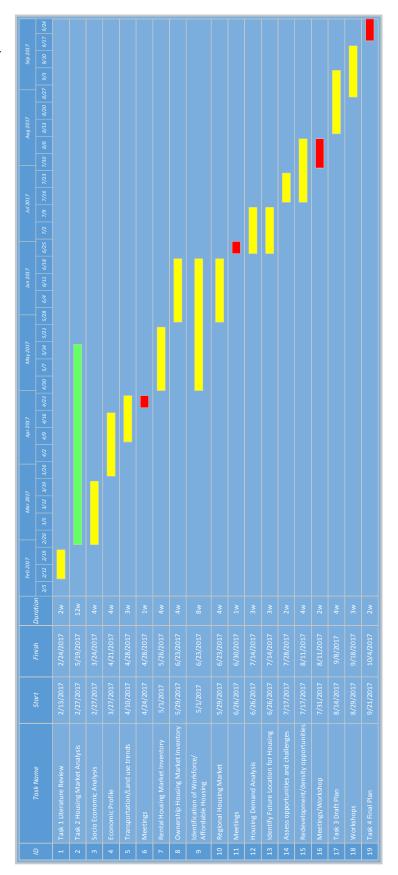




Data:

Primary data sources include:

- American Community Survey (2015-2016
- Apartment Associations
- Census data
- City Comprehensive Plan
- City permit data
- City Land Use/Future Land Use
- County appraiser data
- Developers/Builders
- Realtor and MLS Data
- Stakeholders





MANAGEMENT PHILOSOPHY

PROJECT PLANNING

SPG's management team starts interacting with the client immediately upon firm selection to become fully attuned to the needs, scope of services, schedule and cost. The first step is the preparation of the scope of work to fully define and detail the scope of services to be achieved by the final product. Each item in the scope is then divided into one or more tasks; the responsibility for each task is assigned to the appropriate qualified professional. A work flow schedule is then prepared which includes task start and end dates; identifies inter-related and sequential tasks; and details milestones and in-house client reviews.

The work flow schedule is then visually depicted as a Gantt Chart (bar graph). This system represents all tasks in time. This enables all personnel working on the project to visually determine not only the status of their assigned tasks, but also the status of tasks which must be completed by an earlier stage of analysis. A production flow chart is developed for the Table of Contents from the Gantt Chart for use in Quality Control.

ACCOUNTING

Once a project is awarded, a corresponding five-digit number is assigned. This number ensures that only those cost charges directly related to the project are assigned to the project master computer file. All correspondence and documentation is also encoded with this project number to help maintain a project master cabinet file. In addition, all personnel fill out daily time sheets, charging their hours to the appropriate project number; this system aids the documentation and monitoring of project progress and cost. In addition, daily task sheets are filled out so that progress on specific tasks can be monitored.

MANAGEMENT PROCEDURES

Management procedures guide and control the work effort upon commencement of the project after project planning and accounting have been firmly established. Implementation of management procedures includes a Weekly Project Review Meeting in which project status is defined in terms of schedule cost, quality, staff utilization, and needs for additional information flow with the client. Existing project status is then compared with the predetermined goals for that point in time. Some elements of project status can be determined daily; for example, the staff utilization report ensures that individual staff members are working on the correct task on the proper day.

A review is conducted upon project completion to evaluate individual staff performance as well as client response to the product. Clients receive the benefit of having only proven professionals work for them, individuals who have matured in their professional growth with the feedback and guidance of both peer and management review.

QUALITY CONTROL

The true test of any project management is the professionalism of the product itself. SPG's quality control is initiated with the first step of project planning. The production flow chart allows the scheduling of report contents, ensuring an easy transition from document generation by the technical staff to document production by the Word Processing Center. At this point, the tasks converge into a document through technical writing and editing, formatting, typing, reproduction, graphics, and general document coordination. Journals maintained daily by professional staff record the origin and date of information, thereby enabling accurate retrieval of text, table references, and bibliographies.

Scope of Services



The **Word Processing Center** is centered around Windows based Microsoft Office Software System. The advantages of these systems are speedy rough-draft typing and storage, and fast revisions of rough drafts when they are resubmitted for final typing. The format and page length can be easily adjusted in the memory, thereby allowing uniform page length and width. Justification of the margins and line centering can also be accomplished.

The **Graphic Arts Department** is responsible for format, interpretation, and preparation of all illustrations from original planning and layout design to final camera-ready stage. Graphics personnel provide cartographic, drafting, illustration, layout and design, and photographic services. Computer graphics and design capability is integrated with document production allowing "inhouse publishing" of high quality rivaling typeset printing and offering clients significant cost savings.

Other features of the SPG document control and production system are its technical writing and document coordination functions. Written materials--report and proposals--constitute SPG's only "product". They are therefore given professional editing and rewriting treatment through the services of a technical writer with extensive training and experience. The technical writer translates technical data into readable documents to ensure both comprehension and correct grammar and usage. This writing function is complemented by a professional document coordinator who is responsible for orderly test and graphics development, processing, reproduction, proofing, and format. The document coordinator ensures consistency and professionalism in every SPG document.

SUMMARY

SPG's project management system initially establishes a scope of work for the final report in accordance with the contract. The total effort from start to finish is geared to produce a high quality report on schedule. The report is not just the result of a work effort; rather, the work is tailored to produce the desired report. This system approach allows full use of corporate resources, and has proven to be highly effective in giving clients the most for their money.







Fees

REGIONAL GOALS

Prosperous Industries Rising Real Incomes More Quality Jobs

Leading Firms

Key Firms exporting goods and services out of the region.

Network of Supplier Firms

Firms supplying inputs, raw materials parts, components and services.

Economic Infrastructure

Human Resources

Technology

Finance and Capital Business Climate Physical Infrastructure



PRICING FORM Tab# 7)

Description	Price
Housing Impact Study	\$ \$36,236
Economic Impact Study	\$ \$71,474
Total Cost	\$ \$107,710

Proposer shall provide pricing for both the Housing Study and the Economic Study separately. The Selection Committee shall utilize the sum or total of both studies as a basis for evaluation. Proposers failing to provide pricing on either or both studies will be deemed non-responsive. The Village shall select one firm to perform both services.

Compensation



Wellington Economic Impact Study FEE PROPOSAL

<u>PROJECT WORK PLAN & COST ESTIMATE</u> <u>Prepared by Strategic Planning Group, Inc.</u>

		E	STIMATED N	AN-HOURS		SPG
		Principal				Total
	PROJECT TASKS	PD	Professional	Assocate	Clerical	Project
	Hourly rate->	\$140	\$100	\$85	\$45	
Part 1	Competitive/Community Assessment & S	takeholder	Input			\$34,580
	Project Kick-Off					\$1,400
	1 Staff Workshop on Goals, Etc.	8				
	2 Memorandum of Conclusions	2				
	Public Engagement Program	_				\$2,600
	1 Public Engagement Process	4		24		
	Community Assessment (Socio-Economics)					\$8,600
	1 Secondary Data Collection	4		40		
	2 Data Analysis	8	8	32		
	Regional Assessment	_				\$4,080
	1 Data Collection/Analysis	8	16	16		
	Competitive Market Assessment					\$9,300
	1 Retail and Office Competitive Assessment	4		32		
	2 Housing Assessment	4		4		
	3 Equestrian Data Collection	8	40			***
	Stakeholder Input	40	40			\$11,200
	 Focus Groups et al Workshops 	16 16	16 16			
	3 Surveys	4	16	16		
	3 Surveys	-	10	10		
Part 2	Cluster, Location Quotient, and Equestria	n Analysis				\$8,500
	1 Cluster/LQ Analysis	4		12		
	2 Equestrian Analysis	8	24	40		
	3 Workshop	8		6		
Part 4	Economic Development Strategy					\$7,660
	1 Draft Implementation Strategy	4	32			
	2 Final Implementation Strategy	4	12	8		
	3 Workshop (prepare/attend)	8	1,2	4		
Part 5	ED Implementation	<u> </u>		,		\$13,100
	1 Implementation Strategies	6	16			Ψ10,100
	2 Incentives and Funding Options	2	16			
	<u>Draft EDSP Report</u>	2	10			\$4,840
	1 Draft Report	4	32		24	Ψ1,010
	Workshop		0_			#4.000
	1 Workshop (prepare/attend)	0	0			\$1,920
	Final EDSP Report	8	8			***
		0	40		10	\$2,020
	1 Final Report	2	12	-	12	
	STIMATED MAN-HOURS	144	264	234		678
	STIMATED CONSULTING FEE	\$20,160	\$26,400	\$19,890	\$1,620	\$68,070
	ED EXPENSES 5.00%					\$3,404
TOTAL ES	STIMATED COST					\$71,474

NOTE: PRICE ASSUMES SPG CONDUCTS BOTH PHASES AS THERE ARE COSTS SAVINGS IN DOING BOTH SOURCE:STRATEGIC PLANNING GROUP, INC.



Wellington Comprehensive Housing Study PROJECT WORK PLAN & COST ESTIMATE

Prepared by Strategic Planning Group, Inc.

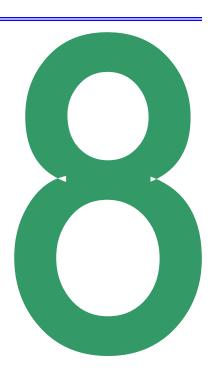


			ESTIMATE	ED MAN-HO	URS	
		Project				Total
	PROJECT TASKS	Manager	Professional	Associate	Clerical	Project
		\$140	\$100	\$85	\$45	
ELEMENT I	PROJECT INITIATION	8				8
ELEMENT II	DEMOGRAPHIC AND ECONOMIC ANALYSIS	16	56	30	0	102
II.1	Submarket Delineation		8	4		12
II.2	Historic Population Household Trends	2	8	4		14
II.3	Existing Housing Inventory	4	12	8		24
11.4	Employment/Labor Force Analysis	-	4	2		6
II.5	Housing Production Cost Analysis	8	4			12
II.6	Residential Density Patterns Evaluation	2	8	4		14
II.7	Second Home Buyers Market		12	8		20
	•					
ELEMENT III	RESIDENTIAL AND EMPLOYMENT PROJECTIONS	2	16	12	0	30
III.1	Housing Unit Needs Analysis	1	8	4		13
III.2	Employment/Earnings Analysis	1	8	8		17
ELEMENT IV	HOUSING PREFERENCE ANALYSIS AND AFFORDABILITY	26	46	16	0	88
IV.1	Evaluation And Analysis Of Building Permit Trends		4			4
IV.2	Housing Tenure Analysis		2			2
IV.3	Housing Industry Interviews	16				16
IV.4	Housing Affordability Analysis	2	16			18
IV.5	Issues Analysis And Evaluation	8	8			16
IV.6	Comparative Market/Region Benchmark Evaluation		16	16		32
ELEMENT V	HOUSING DEMAND ANALYSIS	8	24	8		40
V.1	Projected Housing Demand Baseline	4	16	8		28
V.2	Project Housing Demand Alternative Scenario	4	8			12
Į.	, ,	·	Ğ			
FI FMENT VI	DRAFT AND FINAL REPORTS-PRESENTATIONS	16	16	12	32	76
<u> LLLIIILITT VI</u>	DIGITALD FINAL RELIGITOR TREGERIATIONS		.0			. •
TOTAL ESTIMA	TED MAN-HOURS	76	158	78	32	344
	TED CONSULTING FEE	\$10,640	\$15,800	\$6,630	\$1,440	\$34,510
ESTIMATED EX	PENSES				5%	\$1,726
TOTAL ESTIMA	TED COST					\$36,236
	NOTE, DDICE ACCUMES ONE CONDUCTS DOTH BHASES AS THERE ARE COSTS SAVI					

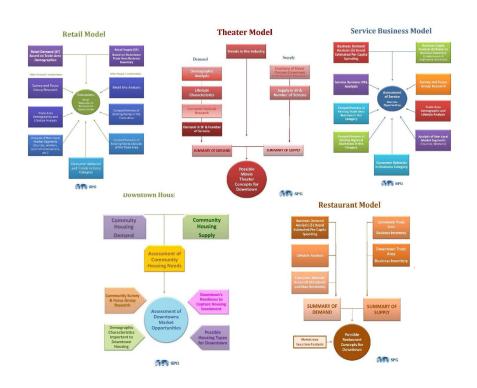
Prepared 1/2/2017 NOTE: PRICE ASSUMES SPG CONDUCTS BOTH PHASES AS THERE ARE COSTS SAVINGS IN DOING BOTH







Proposer's Certification





PROPOSER'S CERTIFICATION (TAB #8)

I have carefully examined the Request for Proposal, General Information, Specifications and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 180 days in order to allow the Village of Wellington adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Wellington or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business
By: Signature
Robert J Gray, President Name & Title, Typed or Printed
830-13 N A1A, Suite 402, Mailing Address
Ponte Vedra Beach, FL 32082 City, State, Zip Code
(800)213-PLAN (7526) rgray@spginc.org Telephone Number Email Address

Strategic Planning Group, Inc.

Notary Public

State of Florica

LEIGH HOPKINS

Sworn to and subscribed before me

day of

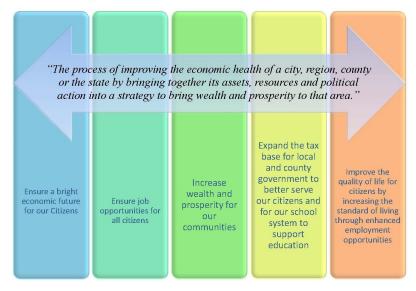
Facsimile Number

Tab



Conflict of Interest Statement

Why Do Economic Development?







CONFLICT OF INTEREST STATEMENT (TAB#9)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

- To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.
- To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.
- [v] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.
- To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.
- [To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.
- [] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise. NA

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

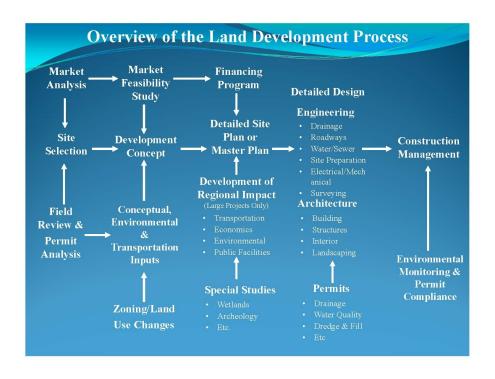
Strategic Planning Group, Inc.
COMPANY NAME
TX 13
AUTHORIZED SIGNATURE
Robert J Gray, AICP
NAME (PRINT OR TYPE)
President
TITLE







Questionnaire



Village Forms



QUESTIONNAIRE (TAB #10)

PROJECT: Housing and Economic Study

OWNER: VILLAGE OF WELLINGTON

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Village of Wellington shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the Village.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the Village is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Village of any subsequent agreement between the Village and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Ed De La Vega, Business Services Manager: (561) 791-4055.



QUESTIONNAIRE

Proposer's Name:	Strategic Planning Group, Inc.
Principal Office Address:	830-13 N A1A, Suite 402
	Ponte Vedra Beach, FL 32082
Official Representative:	Robert J Gray, President
Individual Partnership (Circle One) Corporation	
If a Corporation, answer this: When Incorporated:	Oct. 1983
In what State:	Florida
If Foreign Corporation:	
Date of Registration with Florida Secretary of State:	
Name of Resident Agent:	
Address of Resident Agent:	
President's Name:	Robert J Gray, AICP
Vice President's Name:	
Treasurer's Name:	Christie Gray
Members of Board of Directors:	Robert Gray
	Babette Ashley
	Christie Gray
If a Partnership:	
Date of Organization:	
General or Limited Partnership*:	
Name and Address of Each Partner: <u>Name</u>	Address
1,	



2	
3	
*Des	ignate general partners in Limited Partnership
1.	Number of years of relevant experience in operating similar business: 33
2.	Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?
	Yes () No (✓)
	If yes, give details on a separate sheet.
3.	Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? No
	If yes, please explain:
4.	Has the proposer or any of its principals ever been declared bankrupt or reorganized under put into receivership? No
	If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.
5.	Person or persons interested in the proposal and Questionnaire Form (have) (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).
	Explain any convictions on a separate sheet.
6.	Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
	A. List all pending lawsuits
	None
	B. List all judgments from lawsuits in the last five years:
	None
	C. List any criminal violations and/or convictions of the proposer and/or any of its principals:
	None
7.	Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). Please also include a list of any clients within the boundaries of the Village of Wellington that the proposer or its firm has had within the last five (5) years.
	None

None

The proposer understands that information contained in this Questionnaire will be relied upon by Wellington in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as

Village Forms



may be required by the Village Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Palm Beach Sheriff's Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

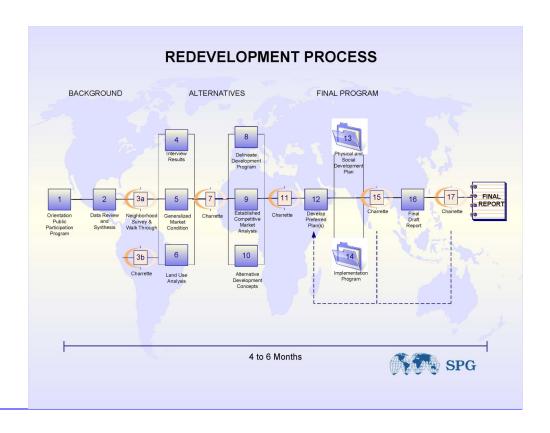
I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated December 26 ,20 16





Drug Free Workplace Form





DRUG-FREE WORKPLACE (Tab #11)

The undersigned vendor in accordance	with Florida Stati	tute 287.087	hereby certifies that	ıt
Strategic Planning Group, Inc.	doc	es:		
(Name of Business)				

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of
 maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee
 assistance programs, and the penalties that may be imposed upon employees for drug abuse
 violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Proposer:Strategic Plann	ing Group, Inc.
Signature of Proposer's Agent	12
Printed Name of Proposer's Agent	Robert J Gray
Title: President	
Date: December 26, 2016	







Acknowledgement of Addendums





Village Forms



Strategic Planning Group, Inc. acknowledges that it has received three (3) addendums.

Strategic Planning Group, Inc. (SPG) April 24, 2017 (Response Date: 5.11.17)

Economic & Housing Study

Scope (pages 23-27) of the SPG Proposal Comments:

Comparison of the SPG scope to the scope of services out line in the RFP- Part 1: Economic impact pages 15 & 16.

Questions/ comments:

- Tasks H through R are not specifically identified in the SPG proposal
 Tasks H through R were implied within our Strategic Economic Development Plan chart, Gantt chart and within the cost proposal. They were also discussed in our presentation to the selection committee.
- Are tasks H through R included in the scope?
 YES, tasks H through R are part of the overall scope
- Are tasks H through R apart of the fee proposed?
 YES, tasks H through R were included in the fee proposal
- Tasks H through R should be included in both the scope and fee of the SPG proposal SPG acknowledges that tasks H through R are included in the scope and fee proposal
- Wellington sits nearly in the center of Palm Beach County and as such, the Village is subjected to a variety of exterior impacts, which affect our economy. Provide details that would link changes in the national and regional economies to our local demographics, real estate market and transportation issues that can or will impact business creation and investment within Wellington.
 SPG, as part of our methodology, analyzes competitive issues and jurisdictions (including national, State, regional and competitive cities) that could impact the Village. These include demographics, real estate market and transportation issues that can or will impact business creation and investment within Wellington.
- Will SPG compare Wellington's schools, employment, income, demographics, etc. to the Village's position regionally?
 YES
- Recommend a strategy with implementation measures for an economic program
 that is market responsive, specific, highly prioritized, realistic, and attainable.
 Include methods to leverage this strategy over the long term, while taking
 advantage of the near term opportunities.

YES, SPG will recommend strategies, with implementation measures for an economic program that is market responsive, specific, highly prioritized, realistic, and attainable over the long term. Our studies focus on a five year specific action plan and a more generalized five to ten year program.

- The Village Land Development Regulations (LDR's) are currently being re-written, provide effective and targeted development incentives. Economic development in Palm Beach County has become more competitive as the county approaches build-out. Public-private financing, incentives, and readily available public development funds all compete in this market, how can the Wellington develop opportunities and target our allocation of incentives to spur new investment and redevelopment, while maintaining a competitive position to other locales.
 SPG, as part of its implementation program, provides recommendations as to targeted industries (3 digit NAICS), and identity competitive funding/incentive programs to assist in spurring new investment and redevelopment within the Village and tol strengthen its competitive position to other regional local communities.
- Provide employment by occupation and employment by industry using NAICS Codes?
 SPG will provide employment by occupation and employment by industry code using NAICS codes.
- Provide a forecast in growth and structural changes in employment/industry/business data by NAICS Code, include real estate market performance trends, and land availability.
 SPG will provide a forecast in growth and structural change in employment/industry/business data by NAICS code including real estate market performance trends and land availability.
- How many full and part –time jobs does the Wellington equine industry create?
 How many additional jobs are created because of this industries demand for built goods and services? What other business activities are affected? What is the impact on personal income, retail sales, and tax collections?
 As part of our study, SPG will estimate how many full and part-time jobs that are created by Wellington's equine industry. Our impact analysis includes direct, indirect and induced impacts including jobs. It will include impact on personal income, retail sales and tax collections to the City.
- Calculate the statistical effect and practical effect that (un)employment from the equestrian sector has on (un)employment in each of the industry sectors serving as economic drivers in Wellington(if any), including employment levels.

SPG will calculate the statistical effect and practical effect that (un)employment from the equestrian sector has on (un)employment in each of the industry sectors serving as economic drivers in Wellington (if any), including employment levels.

Assuming an economic impact model will be utilized, will secondary data be utilized
to analysis and verify economic impacts from the equestrian community on
Wellington as a whole? Assuming an economic model is being utilized i.e. IMPLAN
(impact analysis for planning) provide a breakdown of impacts; 1) direct impacts
from an economic event or industry, 2) indirect impacts that result from businessto-business transactions and 3) induced impacts that result from consumer to
business transactions.

SPG uses a variety of economic impact models, including IMPLAN, that measure direct, indirect and induced impacts.

- Provide a Competitive Advantage Model to identify and analysis the existing
 attributes of the Village along with the potential economic drivers that can attract
 private investment in housing and enable business growth.
 SPG will identify and analyze the existing attributes of the Village along with
 potential drivers that can attract private investment in housing and enable
 business growth.
- What are the SPG public input programs for developing the economic strategy?
 - Will there be a steering committee?
 SPG promotes the use of steering committees in its analysis of larger communities/counties. These are usually selected by the local economic development organization or economic development department. It is important that members are business oriented persons not political appointees. If the Village is in the position to create a steering committee we will welcome its input.
 - ii. Business community Interviews?SPG will be conducting business community interviews and surveys
 - iii. Public workshops?At the Village's direction, SPG usually has one to two public workshops (SWOT and Findings)
 - iv. Focus groups?

 SPG, working with Village staff, would like to have three focus

groups: Equestrian Community (business related), Real Estate, and Business

Comment- the 2016-17 equestrian season is now completed and the majority of the equestrians will not return until January 2018. There will be a transition into the 17-18 seasons beginning in September/October, as horses return to Wellington.

Questions:

- In collecting data to support the economic impact of the equestrian industry in Wellington, what (if any) survey instruments will SPG be utilizing to verify the economic data obtained, i.e. follow up phone calls to non-responders.
 SPG will work with Event promoters to identify vendors and participants who will be sent survey/phone interviews to obtain expenditure/employment data.
 Secondary data from other equestrian analysis will also be analyzed.
- How does SPG plan to gain the input of the Equestrians?
 See previous response
- Does the fact that most Equestrians are currently not in Wellington affect the completion schedule?

NO

- The flow chart of page 23 of the SPG proposals outlines a process. Within this
 process, where is the independent verification of the economic information
 gained from the Equestrians?
 - It is contained in the Gantt Chart on page 24, Line 8.
- How will public input be gained?
 In addition to business interviews, surveys and focus groups, public input will be gained in at least two public workshops (SWOT and Findings)
- This economic study is a major component to the Village's long range strategic plan. With this study carrying such importance are there any task missing?

 NO

Housing:

Comment: Comparison of the SPG scope of services to the scope of the services out line in Part 2 of the RFP: Housing (pages 18, 19 & 20), the SPG proposal for the housing study parrots the RFP pages 18 & 19.

Questions:

• In the Village's RFP overview paragraph, there are four "should" statements. With the scope as proposed change "should" to "will"? Does the fee and schedule reflect this work effort?

SPG concurs that the four "should" statements be changed to "will".

- In developing creative and focused property re-investment/re-development strategies, does the SPG proposal include housing inventory, vacancies and rentals, all by housing types? Are home and condo values provided for both existing and new construction by Sq.Ft. provided? Are rental rates in the form of a measurement provided?
 - YES, SPG's analysis includes housing inventory, vacancies and rentals, all by housing types. Home and condo values will be provided for both existing and new construction by sq. ft. Rental rates will be provided.
- In analyzing Wellington's housing demand, is population growth, family income, age group demands and housing type included in the SPG proposal?
 YES, population growth, family income, age group demands and housing type are included in the SPG proposal.
- Include industry specific employment trends by occupations and wages to determine housing demand by type, location, and price points.
 SPG will provide industry specific employment trends by occupations and wages to determine housing demand by type, location, and price points.
- Analyze potential older housing sustainability strategies, and the viability/cost effectiveness of rehabilitating these structures.
 SPG will provide an analysis of older residential sustainability strategies which will include viability/costs effectiveness of rehabilitation.
- Determine what economic impact Midtown would have on the surrounding neighborhoods.
 SPG will analyze the economic impact of Midtown on surrounding neighborhoods.
- Develop a summary of the surrounding municipalities, rental-housing inventory, cost patterns, prospective homebuyer demographics, and senior housing stock.
 - SPG's housing study will provide a competitive analysis of surrounding communities based on rental-housing inventory, cost patterns, prospective homebuyer demographics, and senior housing stock.
- Provide redevelopment strategies that incorporate improving walkability/transit options.
 The Study will analyze the Village's walkability/transit options related to housing.
- Schedule: The SPG proposal estimates the Economic Study will be completed in 7 1/2 mouths and the Housing Study will be completed in 8 months. Assuming the notice to

proceed is June 1st would the study be complete by Feb 1st 2018? Is this realistic? **YES, a February 1st 2018** is realistic.

• This housing study is a major component to the Village's long range strategic plan. With this study carrying such importance are there any task missing?

NO

Will this scope as outlined achieve the expectations noted in the RFP (page 20)?
 YES

COST PROPOSAL: SPG has modified its cost proposal as follows:

Housing: \$32,000 <u>Economic Impact:</u> \$71,000 Total: \$103,000

Village of Wellington



Legislation Text

File #: 17-1228, Version: 1

ITEM: AUTHORIZATION TO UTILIZE A LAKE COUNTY SCHOOL BOARD CONTRACT, AS A BASIS FOR PRICING, FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A DIGITAL RADIO SYSTEM

REQUEST: Authorization to utilize Lake County contract #3990DB, with Radio One, Inc., as a basis for pricing, for the purchase, delivery and installation of a Motorola digital radio system, at a cost of \$261,926.21.

EXPLANATION: The Public Works Department is seeking authorization to replace an existing outdated analog radio system. The existing system, currently used by Public Works, and Utilities, for daily operations, as well as during emergency events, is over eleven (11) years old, and is no longer supported by the manufacturer, Motorola. Due to age, the existing radios are malfunctioning more frequently, and replacement parts are difficult to find.

The new state of the art Motorola digital radio system includes features such as, GPS tracking, encrypted communication, texting capabilities, as well as private channel communications and background noise cancellation. The GPS tracking solution is especially critical during an emergency event, as it will allow staff to monitor user locations and send assistance in the event an employee or user is not responding to a radio call.

The Lake County School Board awarded contract# 3990DB, effective through January 25, 2018, to Radio One, Inc., an authorized Motorola Solutions Service Specialist, for the purchase, delivery and installation of a digital two-way radio system. Staff is seeking authorization to utilize such contract, as a basis for pricing, for the purchase of a new radio system, at a cost of \$261,926.21. The cost includes a trade in credit of \$45,500 for the existing radios.

In order to ensure the best value to the Village, staff researched and found that other manufacturers (Kenwood and Hytera) offered better pricing; however, Motorola offered the best overall value. The Motorola system includes more built in features than its competitors, and more importantly allows the Village to patch into Palm Beach County's EOC system and PBSO's radio system during emergency events.

Staff recommends utilizing Lake County School Board contract #3990DFB, with Radio One, Inc., as a basis for pricing, for the purchase of a new state of the art Motorola digital radio system, including annual maintenance and support, at a cost of \$261,926.21.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO QUASI-JUDICIAL:

FIRST READING: SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are budgeted in the amount of \$277,000 in various departmental accounts.

WELLINGTON FUNDAMENTAL: Responsive Government

File #: 17-1228, Version: 1

RECOMMENDATION: Authorization to utilize Lake County contract #3990DB, with Radio One, Inc., as a basis for pricing, for the purchase, delivery and installation of a Motorola digital radio system, at a cost of \$261,926.21.

Leading our Children to Success

Procurement Services 29529 CR 561 · Tavares · FL 32778

(352) 253-6760 · Fax: (352) 253-6761 · http://lake.k12.fl.us

Superintendent: Dr. Susan Moxley

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School Board Members:
District 1

Bill Mathias
District 2

Rosanne Brandeburg
District 3

Marc Dodd
District 4

Debbie Stivender
District 5

Stephanie Luke

NOTICE OF AWARD

February 11, 2015

Mr. David MacDonald Communications Service Co. of Daytona, Inc. DBA Radio One-Communications Service Co. 7041 Grand National Drive 116 Orlando, Florida 32819

RE: Bid # 3990DB Two Way Motorola Radio System District Wide Upgrade

Dear Mr. MacDonald:

At their meeting held on January 26, 2015, the Lake County School Board approved the award of above reference bid to your company. A complete copy of the award recommendation letter and the bid tabulation is posted on the LCSB Purchasing Department's website located at http://lake.k12.fl.us. Enclosed is an original executed contract.

Per contract specifications, it is your responsibility to provide the Purchasing Department with current copies of your certificate of insurance naming the School Board of Lake County, Florida, as an additional insured and to maintain the required coverages for the duration of the contract term. If you have not already done so, please forward this information as soon as possible. Failure to submit a fully completed original certificate of insurance signed by an authorized representative of the insurer providing such coverage may cause your company to be in default and subject to cancellation of the contract.

The contract will be in effect through January 25, 2018. Purchase orders will be issued as needed. We look forward to working with you. If you have questions, please contact me at 352-253-6766 or bennettd@lake.k12.fl.us

Sincerely,

Diane Bennett, CPPO Certified Purchasing Agent

& Vian Bennett

Enclosure

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is entered into by and between **The School Board of Lake County, Florida**, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the "SCHOOL BOARD"), and **Communications Service Co. of Daytona, Inc. d/b/a Radio One-Communications Service Co.**, whose address is **7041 Grand National Drive 116, Orlando, Florida 32819** (hereinafter referred to as the "CONTRACTOR).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. The CONTRACTOR shall perform the following services: SEE EXHIBIT "A," which is attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD'S right to obtain proposals or services from other professionals for similar projects. The CONTRACTOR agrees to comply with all terms and conditions of Bid #3990DB for Two Way Motorola Radio System District Wide Upgrade, such terms and conditions being incorporated by reference.

2. Insurance.

- A. The CONTRACTOR shall maintain throughout this Agreement the following insurance:
 - (i) Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);
 - (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the CONTRACTOR, in an amount not less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage with the SCHOOL BOARD as an additional named insured; and
 - (iii) Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes. A Waiver of Subrogation in favor of The School Board of Lake County, Florida and its members, officers and employees shall be endorsed onto the Workers' compensation policy.
- **B.** The School Board of Lake County, Florida and its members, officers and employees shall be an additional insured on those insurance coverages/policies listed above except Workers' Compensation.
- C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.

- **D.** The CONTRACTOR shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - (ii) With respect only to the Workers' Compensation Insurance, the company may be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
- E. Neither approval nor failure to disapprove the insurance furnished by the CONTRACTOR to the SCHOOL BOARD shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility to provide insurance as required under this Agreement.
- F. The CONTRACTOR shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the CONTRACTOR. The CONTRACTOR shall be responsible for notifying SCHOOL BOARD within 48 hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration
- **G.** Unless otherwise notified, the certificate of insurance shall be delivered, within 10 days, to:

Lake County Schools Purchasing Department 29529 County Road 561 Tavares, Florida 32778

H. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Lake County, Florida 201 West Burleigh Boulevard Tavares, Florida 32778

I. In the event that CONTRACTOR fails to maintain insurance as described in Section 2, paragraph "A" of this Agreement, CONTRACTOR agrees that such failure will constitute a material breach of this Agreement and the SCHOOL BOARD shall have the right to terminate this Agreement without further liability. Further, CONTRACTOR agrees that upon such breach, the SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

- Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall provide such indemnity regardless of the negligence or other culpability of the SCHOOL BOARD, excluding only those circumstances where the SCHOOL BOARD is solely negligent.
- 4. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
- 5. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.
- 6. Access to Records. CONTRACTOR will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. CONTRACTOR shall ensure that such records are available for examination by the SCHOOL BOARD during CONTRACTOR'S normal business hours. CONTRACTOR shall maintain such records for a period of three (3) years after the date of the invoice.
- 7. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
- 8. Payment. SCHOOL BOARD shall compensate CONTRACTOR for their services in the following manner: SEE EXHIBIT "B". No other costs or services shall be billed to the SCHOOL BOARD.
- 9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such subconsultants and specialty consultants) in rendering services hereunder shall be the sole property of the SCHOOL BOARD who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the SCHOOL BOARD's use of any such materials for another PROJECT, or following termination. All

original documents shall be kept on file at the office of the CONTRACTOR for a period of 15 years. At the end of the 15 year period, CONTRACTOR shall provide the SCHOOL BOARD with thirty (30) days written notice by certified mail, return receipt requested, of its intent to destroy documents at which time the SCHOOL BOARD shall determine whether to take possession of the stored documents or whether to allow the CONTRACTOR to destroy the stored documents.

- 10. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the CONTRACTOR. Further, CONTRACTOR will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
- 11. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
- 12. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the SCHOOL BOARD.
- 13. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.
- 14. Term and Termination. The term of this Agreement shall be from <u>January 26, 2015</u>, through January 25, 2018. The SCHOOL BOARD reserves the right to renew the contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the SCHOOL BOARD and awarded CONTRACTOR. Any renewals shall be in writing and signed by both parties. All or part of this Agreement may be terminated by the SCHOOL BOARD, with or without cause, for its convenience, upon no less than fifteen (15) days written notice to the CONTRACTOR of such intent to terminate. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.
- 15. Nonappropriation. The CONTRACTOR understands and agrees that this Agreement is subject to the availability of funds to the SCHOOL BOARD to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the SCHOOL BOARD, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which the SCHOOL BOARD anticipates using to pay its obligations hereunder, and the SCHOOL BOARD has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Agreement. The SCHOOL BOARD may terminate this Agreement, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:
 - (a) a nonappropriation has occurred, and
 - (b) the SCHOOL BOARD has provided the CONTRACTOR with written notice of termination not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation, the SCHOOL BOARD shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

- 16. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be <u>Greg Parker, Regional Sales Manager.</u> Mr. Parker may be contacted at 407-352-9242 or at <u>gregp@radiolinc.com</u>. The primary contact person under this Agreement for the SCHOOL BOARD shall be <u>Jimmer Roy, Network Security Systems Administrator</u>. Mr. Roy may be contacted at 352-253-6719 or at <u>royi@lake.k12.fl.us</u>.
- 17. Approval of Personnel. The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the CONTRACTOR services on behalf of CONTRACTOR pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, SCHOOL BOARD may require that the CONTRACTOR assign a different person or persons to be the contact person or to perform the CONTRACTOR services hereunder.
- 18. Disclosure of Conflict. The CONTRACTOR has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.
- 19. Background Investigations. The CONTRACTOR represents and warrants to the SCHOOL BOARD that the CONTRACTOR has read and is familiar with Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. CONTRACTOR agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.
- 20. Attorneys' Fees. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.
- 21. Modifications and Amendments. This Agreement may be modified or amended only by a written document signed by authorized representatives of the CONTRACTOR and SCHOOL BOARD.
- 22. Subcontracts and Assignment. CONTRACTOR shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.
- 23. Entire Agreement. This constitutes the entire agreement between SCHOOL BOARD and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.

24. Severability Clause. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.

25. Notices.

a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

SCHOOL BOARD: Superintendent

201 West Burleigh Boulevard Tavares, Florida 32778

CONTRACTOR:

David MacDonald

Communications Service Co. of Daytona, Inc. DBA Radio One-Communications Service Co.

7041 Grand National Drive 116,

Orlando, Florida 32819

- b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.
- **26. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 27. Public Record Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the SCHOOL BOARD would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the SCHOOL BOARD all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SCHOOL BOARD by CONTRACTOR in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL	BOARD	OF	LAKE	COUNT	Y,
FLORIDA					

By: Debbie Stivender, Chairperson

Date: 1-26-15

Attest: Dr. Susan Moxley, Superintendent

Approved as to form:

School Board Attorney

"CONTRACTOR"

COMMUNICATIONS SERVICE CO. OF DAYTONA, INC. D/B/A RADIO ONE-COMMUNICATIONS SERVICE CO.

By: Nav / Www. David MacDonald

Its: President

Date: <u>JANUARY</u> 19, 2015

EXHIBIT "A" SCOPE OF SERVICES

I. <u>Scope of Work:</u> The CONTRACTOR shall be responsible for providing a Motorola Two Way Radio System and services on behalf of SCHOOL BOARD.

A. Specifications:

On July 14, 2014, the SCHOOL BOARD approved standardization of its Two Way Motorola Radio system to a UHF digital Motorola system. SCHOOL BOARD intends to upgrade district wide our Two Way Motorola radio system over a three year period as follows:

2014- 2015	2015-2016	2016-2017
East Ridge High School	Carver Middle School	Triangle Elementary School
Eustis High School and Eustis Cutright Center	Umatilla Middle School	Beverly Shores Elementary School
Leesburg High School	Tavares Middle School	Eustis Elementary School
Mount Dora High School	Oak Park Middle School	Fruitland Park Elementary
South Lake High School	Eustis Middle School	Groveland Elementary School
Umatilla High School	Clermont Middle School	Pine Ridge Elementary School
Lake Hill School	Mount Dora Middle School	Rimes Early Learning Center
Villages Elementary	East Ridge Middle School	Clermont Elementary School
Tavares Elementary	Windy Hill Middle School	Cypress Ridge Elementary School
Astatula Elementary	Cecil Gray Middle School	Sawgrass Bay Elementary School
Lost Lake Elementary	Seminole Springs Elementary School	Grassy Lakes Elementary
Leesburg Elementary	Treadway Elementary School	Sorrento Elementary School
Umatilla Elementary		
Eustis Heights Elementary		

A. CONTRACTOR REQUIREMENTS:

- 1) CONTRACTOR shall be a manufacturer's authorized full line Motorola Radio Channel Partner throughout the term of this Agreement.
- 2) CONTRACTOR shall have a certified R56 Installer on staff throughout the term of this Agreement and shall supply proof of Certification to SCHOOL BOARD upon request.
- 3) CONTRACTOR shall include authorized warranty support. SCHOOL BOARD will not pay any shipping charges for repair work.
- 4) CONTRACTOR shall have a valid Internet Electronic Mail (E-Mail) address monitored frequently during business hours in order to receive SCHOOL BOARD requests for service. CONTRACTOR shall also provide contact information and escalation path information should an emergency occur.

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B. TECHNICAL SPECIFICATIONS:

- 1) All equipment shall meet or exceed National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL), Federal Communications Commission (FCC), American National Standards Institute (ANSI), International Standards Organization (ISO), Institute of Electrical and Electronics Engineers (IEEE), Electronics Industries Association (EIA), Association of Public Safety Commission Officials (APCO 25), and American Society for Testing and Materials (ASTM) requirements, standards, specifications, practices and/or procedures.
- 2) Radios purchased and delivered shall be programmed and tested at the SCHOOL BOARD's delivery site by an authorized company representative. Network Security Systems Administrator shall be made aware of deliveries and testing.
- 3) While performing maintenance on SCHOOL BOARD radio systems, radio frequencies may not be changed and/or switched unless prior written approval is obtained from the SCHOOL BOARD's Executive Director of Information Technology or designee. The CONTRACTOR shall be responsible for any corrective repairs necessitated by unauthorized actions on the part of the CONTRACTOR's technicians and for any fines incurred by the SCHOOL BOARD as a direct result thereof. SCHOOL BOARD frequencies must be licensed in the Public Safety spectrum.
- 4) The CONTRACTOR shall maintain an updated inventory of SCHOOL BOARD repeaters, radios and radio programming (frequencies, codes, etc.) organized by location. This inventory list shall include purchase dates and warranty information for each item. SCHOOL BOARD shall receive updated copies of this inventory at the SCHOOL BOARD's request. Any purchases under this Agreement must be placed on the inventory list and maintained per SCHOOL BOARD's instructions.

C. INSTALLATION:

- 1) It shall be the responsibility of the CONTRACTOR to provide the SCHOOL BOARD with a 100% operational system installed according to manufacturer's standards. Omission of any key item or element shall not absolve the CONTRACTOR of any responsibility to provide the result expected by the SCHOOL BOARD. The Installation shall include AC power protection and coaxial lightning protection. Mounting shall meet ADA requirements. The exact mounting location and which shelving to be utilized shall be determined at the site visit with the SCHOOL BOARD'S Network Security Systems Administrator.
- 2) The CONTRACTOR shall provide adequate information including drawings, if necessary, detailing additions and/or modifications to building infrastructure. Such materials shall become part of the "as built" information for the affected structure. The job will not be considered complete without submittal of this information. The CONTRACTOR must comply with applicable permitting requirements. Permits shall be obtained through the SCHOOL BOARD's Building Code Official and must pass all inspections prior to payment.
- 3) The CONTRACTOR shall install the radio antenna in a location to provide the best possible coverage and in a location that will reduce the chances of it being damaged or

tampered with. The exact location for the Antenna shall be determined at the site visit with the Network Security Systems Administrator. Mounting should be secure enough to withstand wind in relation to the antenna size. Upon completion of the installation "as built" must be provided to the Network Security Systems Administrator. All installation provided under this Agreement shall be tested by the CONTRACTOR to ensure that the installed equipment is operating properly and operating within the FCC Guidelines.

- 4) The repeaters must be configured for IP site connect for three (3) zones; North, Central, and South.
- 5) All miscellaneous installation materials are included in the hourly price. The miscellaneous installation materials include the following: fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. CONTRACTOR shall protect the site from damage and shall repair damages or injury caused during the installation by the CONTRACTOR or its employees or agents. If any alteration is required to the building to achieve installation, the CONTRACTOR shall promptly restore the structure or site to its original condition. CONTRACTOR shall perform installation work so as to cause the least inconvenience and interference with the SCHOOL BOARD and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- D. <u>DELIVERY REQUIREMENTS:</u> Prices shall be inclusive of all costs including shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by SCHOOL BOARD designee to the locations specified in Exhibit C, SCHOOL BOARD Delivery Locations.
- E. <u>ADDITION OR DELETION OF SITES:</u> The SCHOOL BOARD reserves the right to add or delete locations at its discretion at any time throughout the term of this Agreement. Any additional equipment/facility added during the term of this Agreement will be handled in accordance with the conditions and prices of this Agreement.
- F. NON WARRANTY SERVICE AND REPAIRS: CONTRACTOR's pricing to provide repair services for radios and accessories no longer under warranty shall include loaner equipment for any repairs exceeding 5 days. Hourly rates shall include all labor, tools, equipment, supplies, travel time/trip charge for CONTRACTOR to pick-up the item, repair the item, and return the item to the location where it is being used, and incidental services required to service/repair the radios/accessories. There shall be no additional charges, other than those stipulated in Exhibit B Rate Schedule. Should any radio/accessory need repair parts, the CONTRACTOR shall notify the school/department of the cost to repair the radio/accessory prior to making the repair. The cost for non-warranty repair/replacement parts shall be based on a firm fixed percentage discount off manufacturer list price as listed on Exhibit B, Rate Schedule.

G. PRICING:

1) Prices for radio equipment shall be inclusive of radio, antenna, Impress battery, Impress battery charger, belt clip and vendor representative programming and site testing.

- 2) Prices for repeaters shall be inclusive of standard base station, antenna with transmission line, lightning protection, surge protection/grounding, all miscellaneous mounting hardware. De-installation of any existing old equipment. De-installed equipment shall be designated as de-installed on the inventory and returned to the Principal/Department Director. CONTRACTOR shall supply any and all parts or accessories required to produce a complete, operating unit.
- 3) The prices for maintenance and service of SCHOOL BOARD repeaters/radio systems shall be inclusive of, but not limited to the following:
 - a) All required equipment/material,
 - b) All required insurance,
 - c) All required overhead and profit/trip charges,
 - d) All required vehicles and
 - e) All required labor per man-hour and supervision.
 - f) An eight (8) hour response, Monday through Friday with escalation path if deemed an emergency by Executive Director of Information Instructional Technology Services Designees or Administrative Coordinator of Safe Schools.
- 4) CONTRACTOR has submitted a discount from manufacturer's retail price list (MSRP), expressed as a percentage, for balance of line: radios, repeaters, etc. CONTRACTOR has also submitted a discount expressed as a percentage for parts, and materials to include chargers, batteries, antennas, etc. Throughout the Agreement the CONTRACTOR shall ensure the SCHOOL BOARD has a copy of the current MSRP.

II. Conditions of Contract and Work Specifications.

A. Definitions:

- Owner Lake County Schools.
- Owner's Representative The duly authorized representative of the Owner.
- CONTRACTOR The person or entity awarded a contract to perform the Work covered by the Agreement.
- 4. CONTRACTOR's Supervisor The person in charge of CONTRACTOR's performance of the Work.
- 5. Work The furnishing by the CONTRACTOR of all labor, and tools required or necessary to complete and fulfill the performance required by this Agreement as set forth and in accordance with greater particularity set forth in the SCOPE OF WORK section of this Agreement.

B. General Conditions:

- 1. Labor Furnished by Contractor The Contractor shall furnish all labor for completion of the Work.
- Company Security The Contractor's personnel will not be permitted in any area
 of the Owner's facilities except the designated Work areas. The Owner will

- designate means of egress and ingress. The Owner will provide the necessary security passes, which shall be carried at all times by the Contractor's personnel.
- 3. Protection of Property The Contractor shall cooperate to the fullest extent with the other contractors, the Owner and the Owner's Representative to execute all Work without delay. The Contractor shall take all necessary precautions to protect the Owner's property. The Contractor shall consult with the Owner's Representative to determine fire prevention measures to be adapted. The Contractor is responsible for security of its own materials and equipment, and for materials and equipment purchased by the Owner within the Contractor's possession or control. The Contractor shall cooperate fully with the Owner's security personnel.
- 4. Emergency Call List The Contractor shall supply the Owner with an Emergency Call List of the Contractor's Supervision responsible for contacting Contractor's personnel in emergencies.
- 5. Tools Required When Working on Owner's Property Contractor shall be required to furnish all hand tools for all craft skills required to perform the Work. All tools, portable electric tools, and other general shop tools shall be included in Contractor's overhead.
- 6. Contractor's Supervisor The Contractor's Supervisor must possess necessary job skills to work from blueprints, sketches, and verbal instructions and be capable of planning, organizing, and supervising the Work.
- 7. Replacement of Personnel If for any reason any of the Contractor's personnel has an extended illness, or is terminated either by the employee's choice or the Contractor's choice, the Contractor shall be responsible for the replacement of personnel necessary to complete the Work on time. The Contractor shall remove from the Work and replace any person whose performance, attendance, or conduct is unsatisfactory.
- 8. Cleanliness of Work Site The Contractor shall maintain the premises and work site in a reasonable, neat, and orderly condition, free from accumulations of waste materials and rubbish during the entire project period and shall be responsible for removing and disposing of all cartons, crates, trash, and all flammable waste materials from the work areas at the end of each day. During the conduct of the Work, adjoining areas shall not be littered or obstructed anymore than is necessary for the conduct of Work.
- 9. Property Damage The Contractor shall protect Owner's property and adjoining properties from damage that may be caused by Contractor's operations and/or take such protective measures as Owner may direct. Any damage to same caused by Contractor shall be repaired or remedied without delay by the Contractor at its sole cost and expense.
- 10. Unacceptable Materials for Use in School Board Facilities The use of polychlorinated biphenyl's (PCBs) or asbestos in materials to be furnished thereunder is prohibited unless specifically specified or approved in writing by the Owner. Within ten (10) days following acceptance of this Agreement, the

Contractor shall submit a letter of certification that none of these materials are to be used.

- 11. Electrical Standards The National Electrical Code, all local codes, and Owner's Standards shall govern for all electrical equipment and construction Work. Should conflicts between the Agreement and such codes exist, they shall be immediately brought to the attention of the Owner.
- 12. Work Involving Asbestos Removal In the event it appears that insulation must be disturbed during the course of Work, the Contractor shall immediately suspend that portion of the Work and notify the Owner's Representative. The Owner's Representative shall make the determination if the insulation material is asbestos and will take the appropriate action for its removal. All asbestos removal shall be performed by an Owner approved Asbestos Contractor. The Contractor shall perform no asbestos removal. The Owners Representative will coordinate the completion of the Work with the Contractor and the Asbestos Contractor.
- 13. Parking Parking for the Contractor's personnel will be permitted when available in designated parking areas designated by the Owner. Otherwise the Contractor shall be responsible for parking arrangements for its personnel.
- 14. Utilities The Owner will furnish the Contractor with electric power required for the execution of the Work without charge. The Contractor will be required to make connections to the Owner's utilities at the Contractor's expense and under the direction of the Owner's Representative.
- 15. Use of Owner's Equipment Notwithstanding that this Specification requires the Contractor to furnish any and all equipment necessary to carry out the Work, on any occasion when the Owner, in its sole discretion, deems it to be expedient or in the Owner's best interest, it may allow the Contractor to use items of equipment belonging to the Owner. Such usage of Owner's (owned, rented, or leased) equipment by the Contractor shall specifically be subject to the provisions of Safety, Indemnity, and the OSHA provisions of this Agreement. It shall be the Contractor's responsibility to insure that only persons having the required license, special training, or other qualification to operate said equipment operates it. The aforementioned equipment does not apply to Owner's trucks licensed for over-the-road use (owned, rented, or leased including pickup trucks). These are to be driven by Owner's personnel only.
- 16. Code of Conduct The Contractor shall have an established program to review with its employees the following Code of Conduct prior to Contractor's employees coming onto the Owner's property. Owner reserves the right to take whatever action it deems appropriate when a violation of the Code of Conduct occurs. This includes, but is not limited to, barring/removing Contractor's employee(s) from the property and/or any legal recourse available. The Code of Conduct shall include but not be limited to the following:
 - a) Employees shall be required to dress appropriately. Shoes and shirts are required at all times. No apparel with inappropriate or offensive sayings or pictures shall be worn.

- b) Alcohol, Tobacco, & Drug Abuse Policy It is the policy of the Owner that the possession, use, consumption, distribution, transfer, manufacture or sale of alcohol, tobacco, illegal drugs or prescription drugs without a valid prescription on Owner's property is strictly prohibited.
- c) Miscellaneous Conduct Use of profane, abusive, or threatening language, or fighting or threatening bodily injury to any person is prohibited. Practical joking or horseplay has no place on Owner's property and is prohibited. The bringing of firearms or other weapons into the work place is strictly prohibited. Gambling in any form, including the selling of chances or lottery tickets is not allowed upon the property of the Owner.
- d) Theft, Destruction of Property Contractor's employees shall not take items of Owner's property. Contractor's employees shall not damage or handle in a destructive manner any of Owner's property or equipment.
- e) Eating eating is not allowed except in designated places.
- f) Cleanliness Contractor's employees shall keep their places of work machinery, or other Owner's property used by them in a clean and orderly condition. Marking on walls, posts or machinery is prohibited. Sanitary facilities and break areas are cleaned daily, and Contractor's employees are expected to do their part in keeping such facilities clean.
- g) Telephone Calls Telephones installed in Owner's facilities are for the use of the Owner in the transaction of its business. Unnecessary use of telephones for personnel matters is discouraged. No long distance calls are to be made unless properly authorized.
- h) Notices No notice, bulletin, or other material shall be posted in Owner's facilities or upon Owner's property except by Owner's prior written permission. Contractor's employees shall not remove or deface any notice or bulletin or other information posted by the Owner.
- i) Sexual Harassment It is the policy of the Owner to maintain a working environment free of all forms of sexual harassment. Sexual harassment includes, but is not limited to:
 - Unwelcome, deliberate, repeated, or unsolicited comments, gestures, or physical action of a sexual nature (for example, sexually derogatory statements, unnecessary touching, patting or pinching, etc.);
 - 2) Demanding or subtle pressure for sexual favors or sexual activity;
 - 3) Preferential treatment, taking or refusing to take personnel action, or the exercise of power in exchange for sexual favors; or

- 4) Actions or behaviors that have the purpose or effect of unreasonable, interfering with work performance, or creating an environment which is hostile, intimidating, or offensive (for example, sexual jokes, inappropriate calendars or pin-ups, etc.). Contractor has the responsibility to immediately inform Owner of any allegations of sexual harassment.
- 17. Engaging in any other practices as may be inconsistent with the ordinary, reasonable, common sense rules of conduct necessary to the welfare of the Owner and any employee of the Owner is prohibited.

C. Safety and Accident Prevention:

- 1. The Contractor shall, at all times and at all locations where the Work is performed, conduct its operations in such a manner as to avoid any risk of bodily harm to persons or damage to property. The Contractor shall take all precautions, which are reasonable and necessary to safeguard against such risks. The Contractor shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of the Work. The term 'Contractor' as used herein shall include its employees, agents, visitors, and its subcontractors, their employees, agents, and visitors.
- 2. The Contractor agrees, in the performance of this Agreement, to observe and comply with all applicable federal, state, local, and Owner's safety rules and regulations, including but not limited to the Occupational Safety and Health Act of 1970 as amended. The Contractor shall cooperate and coordinate with other contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by the Owner. The Contractor shall furnish all protective safety equipment for its personnel.
- 3. The Contractor shall be responsible for the provision of adequate first-aid facilities at the Work site for all personnel employed or retained by the Contractor. Contractor shall have an emergency plan that includes posting of names, addresses, and telephone numbers of emergency services.
- 4. The Contractor shall report to Owner all accidents occurring on Owner's property within twenty-four (24) hours of the occurrence.
- 5. Contractor shall conduct periodic reviews of general site safety conditions and Contractor's safety log and safety records. The Owner may, in its discretion, conduct independent similar reviews. Such reviews by the Owner shall not relieve the Contractor of any obligations thereunder.
- 6. Upon the failure of the Contractor to comply with any of the requirements set forth herein, the Owner shall have the right to stop any operations of the Contractor affected by such failure until the condition is remedied. The Contractor shall not be entitled to an extension of time or claim for damages as a result of such stop order. In the event of repeated safety violations, the Owner, in its sole discretion, may terminate this Agreement.

D. Warranty: The Contractor warrants to the Owner that all Work will be of good quality, free from faults and defects, and in conformance with this Agreement. All Work not conforming to these requirements may be considered defective. Any Work not in conformance with this Warranty will be remedied so as to conform to this Warranty at the Contractor's sole cost and expense.

Warranty repairs shall be made at no cost to the SCHOOL BOARD and shall include all parts, labor and shipping costs from the date of delivery or install. Loaner equipment shall be made available for all warranty repairs that require more than five school days to repair. If Manufacturer warranty does not cover the removal and installation and you will charge a fee to the SCHOOL BOARD, the charge shall be per the hourly rate stipulated in Exhibit B, Rate Schedule.

- 1. Radios: Manufacturer warranty shall be a minimum of 2 years.
- 2. Repeaters: Manufacturer warranty shall be a minimum of 2 years.
- **E.** Non-Waiver: Failure of either party to enforce any of the provisions hereof shall not be construed as a general waiver or relinquishment of this or any other provision.
- **F.** Rights and Remedies: The rights and remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity.
- **G.** <u>Separate Contracts</u>: The Owner has the right to let other contracts in connection with the Work or to perform similar work itself and the Contractor shall fully cooperate with such other contractors or the Owner.

EXHIBIT "B"

COMPENSATION

- I. The SCHOOL BOARD shall compensate CONTRACTOR for services rendered pursuant to the Rate Schedule below, provided that such services have either been specifically requested, in writing, by the SCHOOL BOARD or specifically authorized, in writing, by the SCHOOL BOARD.
- II. CONTRACTOR shall ensure that all work performed, materials provided, and costs incurred by CONTRACTOR pursuant to this Agreement are billed to the SCHOOL BOARD in accordance with the Rate Schedule below.
- III. CONTRACTOR understands and agrees that the SCHOOL BOARD shall bear no responsibility for compensation to, or reimbursement of, CONTRACTOR for any services rendered, costs incurred, or materials provided by CONTRACTOR pursuant to this Agreement which are either not specifically requested or authorized by the SCHOOL BOARD, in writing, or which are not specifically set forth in the Rate Schedule below.

IV. RATE SCHEDULE:

Description	Cost or % off MSRP
Portable Radio, Motorola XPR3300, Model # AAH02RDC9JA2_N, UHF, 4w, 16 Ch, Non Display Includes:	46%
Standard Battery, Motorola STDBAT0446	nc
Standard Charger, Motorola STDCHG0446	nc
UHF Slim Whip Antenna Motorola QA02304	nc
Standard Model Box, Motorola STDBOX0446	nc
Standard 2 Year Warranty, Motorola STDWAR0446	nc
1- year Service from the Start-LITE, Motorola Q884	28%
2- year Service from the Start-LITE, Motorola H885	29%
3- year Service from the Start-LITE, Motorola H886	30%
IP Site Connect Upgrade, Motorola HKVN4154	39%
Portable Radio, Motorola XPR 7550, Model # AAH56RDN9KA1_N, UHF, 4W, 1000 Ch, Display, Includes:	40%
Standard Battery, Motorola STDBAT0871	nc
Standard Charger, Motorola STDCHG0871	nc

UHF Slim Whip Antenna, Motorola QA02304	nc
Standard Model Box, Motorola STDBOX0871	nc
Standard 2 Year Warranty + 1 Year Service from the Start LITE, Motorola STDRSA0871	nc
1- year Service from the Start-LITE, Motorola Q884	20%
2- year Service from the Start-LITE, Motorola H885	20%
Repeater, Motorola XPR8400, Model #AAM27QPR9JA7BN,UHF, 25-40 Watt	38%
Capacity Plus Single Site Digital Trunking Upgrade, HKLN4427	38%
Duplexer, 406 - 500 MHZ, rack-mount, Motorola DSCP10725TUNED	38%
TX Interconnecting Cable, Motorola 0112004B04	15%
TX Interconnecting Cable, Motorola 0112004U04	15%
Rack Mount duplexer/Filter-Enclosure Kit, including mounting screws, Motorola PMLE4548	15%
Antenna, 3.8 DB Omni, Motorola DQDB404B	15%
Standard 2 Year Warranty, Motorola	nc
1 year Service from the Start-LITE, Motorola G400	18%
2 year Service from the Start-LITE, Motorola G24	18%
3 year Service from the Start-LITE, Motorola G398	18%
Connectors, NF, Motorola TDN8810A	15%
Connectors, NM, Motorola DDN9682A	15%
Ground Kits, CommScope 241088-1 or equal	\$22.50
Rack, 84" x 10" Open Aluminum, Flat Black, Cooper B-Line SB556084XUFB or equal	\$190.00
Rack Screws, 12-24 x 1/2", 100/box, Bud Industries 9260C or equal	\$38.00
Polyphaser, Motorola DQIS-B50HN-CO	15%
AC Surge Suppressor, 10" 12 Outlets, 15A, Motorola DSDRS1215	15%
12V, 200 AH, Battery Rack System, Ventev RP12S-2-1948-MT84 or equal	\$2,800.00
Battery Wire Harness, Ventev CP-BCR-WK or equal	\$45.00

% Discount from MSRP for Balance of line Equipment	30%
% Discount from MSRP for miscellaneous parts or accessories.	15%
	Per Hour Cost
Hourly Rate for Installation (tapcons, fire caulk, boxes, clips, sleeves etc. included in rate)	\$80.00
Hourly Rate for Repairs	\$80.00
	Per Foot Cost
Conduit	\$ 2.50
Antenna Coax, 1/2" Superflex, CommScope FSJ4-50B or equal	\$2.50
Grounding Cable # 2, Wireless Solutions WSGW-2-19STG or equal	\$3.00
Grounding Cable # 6, Wireless Solutions WSGW-6-19STG or equal	\$2.00
	Per Each
Ground Lugs, Thomas and Betts 54855BE or equal	\$4.00
Ground Lugs, Thomas and Betts 54852BE or equal	\$3.00
Antenna Mast EX: CommScope MT-220-120 or equal	\$101.00
Mast Wall Mounts CommScope MTC300901or equal	\$45.00

% off Motorola's Current MSRP shall be firm for the entire term of this Agreement.

V. INVOICES.

- **A.** Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following details for each separate task performed:
 - (a) the date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.
- B. All other invoices shall be submitted on a monthly basis, or when a specific project is completed, and shall include the following details for each separate task performed, where applicable:
 - (a) Purchase order number;
 - (b) Name and address of vendor;
 - (c) Unique invoice number;
 - (d) Date and location of service/delivery;

- (e) Itemized unit quantities and unit prices;
- (f) Line item total or extended price, minimum contract discount; and
- (g) All pricing must be in accordance with rates set forth in the RATE SCHEDULE section of this Agreement.
- C. Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited unless a lump sum award is approved.

EXHIBIT C

Delivery Locations

<u>2014 - 2015</u>	
East Ridge High	13322 Excalibur Rd · Clermont 34711
Eustis High and Curtright Center	1300 E. Washington Ave · Eustis 32726
Leesburg High	1401 Yellow Jacket Way · Leesburg 34748
Mount Dora High	700 N. Highland Ave · Mount Dora 32757
South Lake High	15600 Silver Eagle Rd · Groveland 34736
Umatilla High	320 N. Trowell Ave. · Umatilla 32784
Lake Hills	909 South Lake Shore Blvd · Howey-in-the-Hills 34737
Villages Elementary	695 Rolling Acres Rd · Lady Lake 32159
Tavares Elementary	720 E. Clifford St. · Tavares 32778
Astatula Elementary	13925 Florida Ave. · Astatula 34705
Lost Lake Elementary	1901 Johns Lake Rd · Clermont 34711
Leesburg Elementary	2229 South St. · Leesburg 34748
Umatilla Elementary	401 Lake St. · Umatilla 32784
Eustis Heights Elementary	310 W. Taylor Ave. · Eustis 32726
2015 -2016	
Carver Middle	1200 N. Beecher St. · Leesburg 34748
Umatilla Middle	305 East Lake St. · Umatilla 32784
Tavares Middle	1335 Lane Park CutOff · Tavares 32778
Oak Park Middle	2101 South St. · Leesburg 34748
Eustis Middle	18725 E. Bates Ave. · Eustis 32726
Clermont Middle	301 East Ave. · Clermont 34711
Mount Dora Middle	1405 Lincoln Ave. · Mount Dora 32757
East Ridge Middle	13201 Excalibur Rd · Clermont 34711
Windy Hill Middle	3575 Hancock Rd · Clermont 34711
Cecil Gray Middle	205 E. Magnolia St. · Groveland 34736
Seminole Springs Elementary	26200 W. Huff Rd · Eustis 32736
Treadway Elementary	10619 Treadway School Rd · Leesburg 34788
2016 - 2017	
Triangle Elementary	1707 Eudora Rd · Mount Dora 32757
Beverly Shores Elementary	1108 W. Griffin Road · Leesburg 34748
Eustis Elementary	714 E. Citrus Ave · Eustis 32726
Fruitland Park Elementary	304 W. Fountain St. · Fruitland Park 34731
Groveland Elementary	930 Parkwood St. · Groveland 34736
Pine Ridge Elementary	10245 CR 561 · Clermont 34711
Rimes Early Learning	3101 School View St. · Leesburg 34748
Clermont Elementary	680 E. Highland Ave. · Clermont 34711
Cypress Ridge Elementary	350 East Ave. · Clermont 34711
Sawgrass Bay Elementary	16325 Superior Blvd. · Clermont 34714
Grassy Lake Elementary	1100 Fosgate Road – Minneola 34715
Sorrento Elementary	24605 Wallick Road ' Sorrento 32776

ATTACHMENT 1

Subcontractors must be approved by the District. If the vendor elects to subcontract, it will be at no additional cost to the Lake County School Board. Subcontracting any of the Lake County School Board's projects will in no way relieve the vendor from fulfilling all obligations arising under this contract. For reimbursement of subcontracting, the vendor must submit a copy of the subcontractor's invoice and have received prior approval from a representative of the Lake County School Board.				
We have reviewed in its entirety this Invitation to Bid and agree to adhere to all of the terms and conditions included herein.				
Yes No, list of exceptions that we would like to be considered is attached.				
We submit our prices and agree to adhere to all terms and conditions and to make delivery within days after receipt of orders or continuous delivery as specified.				
Company: Communications Service Co. of Daytona, Inc. d/b/a RADIO ONE - Communications Service Co				
Mailing Address: 7041 Grand National Drive City: Orlando State: FL Zip: 32819				
Signature:				
Type name: Greg Parker	Title: Regional Sales Manager			
Telephone #: 407-352-9242 Date: September 10, 2014				
Fax #: 407-352-9242	E-Mail: gregp@radio1inc.com			
Primary Contact for Work				
Type name: Greg Parker	Title: Regional Sales Manager			

Telephone #: 407-352-9242 Fax #: 407-248-8654

E-Mail address that will accept Lake County School Board Purchase Orders: gregp@radio1inc.com

Remit to address for payment:

Company RADIO ONE - Communications Address: 7041 Grand National Drive, Suite 116 Service Co. City: Orlando State: FL Zip: 32819

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INFORMATION ITEMS ONLY

(This information will not affect the contract award).

Indicate additi 10% of the es	ional percentag timated quantit	ge discount if estimated number of actual orders per item exceeds ies during each term of the agreement:0%
The District un Indicate if you charge to the	ur firm has the	d and in some cases would make purchases utilizing the P-Card. capability of accepting the P-Card for purchases at no additional No
Since the use negotiate an a	e of a P-Card additional disco	provides earlier payment to the vendor indicate if your firm would unt to the District when a P-Card is used.
	Yes	⊠ No
You agree to sand conditions	sell to other gov s, including pric	vernmental agencies under this bid award subject to the same terms sing.
	X Yes	□ No

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ATTACHMENT 2 REFERENCE FORM (Duplicate as needed)

FOR: Communications Service Co. of Daytona, Inc.

d/b/a Radio One

Name of Reference: Florida Hospital (Motorola Mototrbo Linked Capacity Plus System, 7 Sites Currently Active, Adding 2 More Sites: Tavares & Sebring) Address: 601 East Rollins Street City: _Orlando State: FL Contact Person: Bill McDeavitt Phone: 407-303-5600 Private Sector: ☐ Yes ☒ No Public Sector: ☐ Yes ☒ No School/University: ☐ Yes ☒ No Annual Dollar Volume: \$ 300K If school/university, please identify: Please state if services rendered by vendor were obtained by RFP, bid, contract, agreement, or other (specify): X Length of Account: ____ Months 16+ Years State if bid, contract, agreement has been renewed: Yes No Not Appliable If bid, contract, agreement has been renewed, state length of time: _____ Months _____ Years If bid, contract, agreement has not been renewed, state the reason for non-renewal: THIS SPACE FOR LAKE COUNTY SCHOOL BOARD USE ONLY Additional information provided by reference:____

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ATTACHMENT 2 REFERENCE FORM (Duplicate as needed)

FOR: Communications Service Co. of Daytona, Inc. d/b/a Radio One

Na	me of Reference: Publix)Motorola M	ototrbo Systems, Multiple Locations, IP	Site Connect	
Add	dress: 1936 George Jenkins Boulevard			
City	: Lakeland	State: FL	Zip: 33815	
Co	ntact Person: Candy Alderman	Phone: 863-688-1188		
Priv	vate Sector: ☐ Yes ☒ No	Public Sector: ☐ Yes 🗵] No	
Sch	nool/University: 🗌 Yes 🖾 No	Annual Dollar Volume: \$	200K	
If s	chool/university, please identify: _			
Ple or o	ase state if services rendered by vother (specify): $\overline{\mathbb{X}}$	rendor were obtained by RFP,	bid, contract, agreement,	
Ler	gth of Account: Months _	Years		
State if bid, contract, agreement has been renewed: Yes No Not Appliable				
If bid, contract, agreement has been renewed, state length of time: Months Years Indefinate Procurement				
If b	d, contract, agreement has not be	en renewed, state the reason	for non-renewal:	
	T. 110 0D 100			
	THIS SPACE FOR LAKE COUNT	TY SCHOOL BOARD USE O	NLY	
	Additional information provided by	y reference:		
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ATTACHMENT 2 REFERENCE FORM (Duplicate as needed)

FOR: Communications Service Co. of Daytona, Inc. d/b/a Radio One

Name of Reference: Sea World Park & E	Entertainment/Busch Gardens (Motorola M lio System)	Nototrbo ConnectPlus 900 Mhz
Address: Post Office Box 690429		
City: Orlando	State: FL	Zip: 82869-0429
Contact Person: Gary Tinkey	Phone: 813-987-5681	
Private Sector: ☐ Yes ☒ No	Public Sector: ☐ Yes 🏻	No
School/University: ☐ Yes ☒ No	Annual Dollar Volume: \$_2	00K
If school/university, please identify:		
Please state if services rendered by or other (specify): 🗵	vendor were obtained by RFP, I	oid, contract, agreement,
Length of Account: Months _	15 Years	
State if bid, contract, agreement has	been renewed: Yes No	Not Appliable
If bid, contract, agreement has been Years Indefinate Procurement	renewed, state length of time:	Months
If bid, contract, agreement has not be	een renewed, state the reason f	or non-renewal:
THIS SPACE FOR LAKE COUN	TY SCHOOL BOARD USE ON	I V
Additional information provided l	by reference:	*
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ATTACHMENT 2 REFERENCE FORM (Duplicate as needed)

FOR: Communications Service Co. of Daytona, Inc. d/b/a Radio One

Address: 10100 Dream Tree Boulevard	ort Orlando at Walt Disney World Resort (2 S Ca	pacity Plus with HOTSOS)
City: Golden Oaks	State: FL	Zip: 32836
Contact Person: Tom Wuebben	Phone: 407-313-6771	
Private Sector: ☐ Yes ☒ No	Public Sector: Yes 🖺 N	0
School/University: ☐ Yes ☒ No	Annual Dollar Volume: \$_2001	<u>K</u>
If school/university, please identify:		
Please state if services rendered by or other (specify): $\boxed{\mathbb{X}}$	vendor were obtained by RFP, bid	, contract, agreement,
Length of Account: Months _	1Years	25
State if bid, contract, agreement has	s been renewed: Yes No No	ot Appliable
If bid, contract, agreement has been Years Indefinate Procurement	renewed, state length of time:	Months
If bid, contract, agreement has not b	een renewed, state the reason for	non-renewal:
4.000		
THIS SPACE FOR LAKE COLIN	NTY SCHOOL BOARD USE ONLY	,
		,
Additional information provided	by reference:	· Pari

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ATTACHMENT 3

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled ⁻Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME Bid# 3990DB - Two Way Motorola Radio
Communications Service Co. of Daytona, Inc. d/b/a Radio One	System District Wide Upgrade
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	W. Control of the Con
Greg Parker, Regional Sales Manager	
SIGNATURE	DATE
	September 10,2014

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

ATTACHMENT 4 SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

This sworn statement is submitted

Communications Service Co. of Daytona, Inc. d/b/a Radio One

to '

Greg Parker, Regional Sales Manager

by

Communications Service Co. of Daytona, Inc. d/b/a Radio One for

Whose business address is: 7041 Grand National Drive, Suite 116, Orlando, FL 328196

(If applicable) its Federal Employer Identification Number (FEIN) is: 59-3416239

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - A. A predecessor or successor of a person convicted of a public entity crime or;
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

Page 7 of 25 3990DB Revised Attachment Package

6.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (<i>Please indicate which statement applies</i> .)
	Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)
PUBLIC AND, THE FILED. ENTERI 287.017	RSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY HAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION INED IN THIS FORM. (Signature) September 10, 2014
STATE	(Date)
COUNT	A SUPPLICATION
	NALLY APPEARED BEFORE ME, the undersigned authority,
LINGO	Greg Parker
9	(Name of individual signing)
who, afte	er first being sworn by me, affixed his/her signature in the space provided
above o	n this 10th day of September , 2 ⁰¹⁴ .
My Com	NOTARY PUBLIC) Important Public - State of Florida My Comm. Expires Oct 1, 2016 Commission # EE 839498

PROJECT IDENTIFICATION: Bid #

Bid Name:

SOCIAL SECURITY NUMBER: N/A

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

ATTACHMENT 5 NON-COLLUSION AFFIDAVIT

State of Florida
County of Orange
being first duly sworn, deposes and says that:
(1) He/she is the Owner, Partner, Officer, Representative, or Agent
of the Proposer that has submitted the attached Proposal;

- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

vuiness

Witness

Greg Parker

Printed Name

Regiona/Sales Manager

Title

ATTACHMENT 6 INFORMATION ONLY

(This information will not affect the contract award)

Lake County School Board

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made part of this invitation to bid that, before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the School Board of Lake County, Florida, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Lake County, Florida.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Lake County, Florida, as opposed to a private citizen on a first priority basis. Vendor/Contractor shall furnish a 24-hour phone number in the event of such an emergency.

X I hereby understand and agree to the above	statement.						
	Communications Service Co. of Daytona, Inc. d/b/a Radio One						
Signature	Name of Company						
	and the second s						
Greg Parker	Regional Sales Manager						
Print Name	Title						
Emergency Contact: Greg Parker, RSM or David I	MacDonald, President						
Emergency Telephone Number: (407) - 352	- 9242 24 Hour Access to This Number (Office)						
Home Telephone Number: (<u>321) - 231 - 5661</u>							
Beeper or Cell Phone Number: (321) - 231 -	5661 Email Address: gregp@radio1inc.com						
☐ I cannot comply with this request.							
Signature	Name of Company						
Print Name	Title						

Page 11 of 25 3990DB Revised Attachment Package



Leading our Children to Success

Procurement Services 29529 CR 561 · Tavares · FL 32778

(352) 253-6760 · Fax: (352) 253-6761 · http://lake.k12.fl.us

Superintendent: Susan Moxley, Ed.D. School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandeburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kyleen Fischer

August 25, 2014

Addendum #1 Bid #3990DB - Two Way Motorola Radio System District Wide Upgrade

This addendum has been issued to extend the Addendum deadline while we gather information to provide answers for the questions that have been received for Bid #3990DB - Two Way Motorola Radio System District Wide Upgrade. This addendum is issued as a part of the specifications documents for the above described project. Any changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original Bid. This addendum, as well as any subsequent addenda, may be obtained through www.publicpurchase.com. It is the responsibility of the vendor to monitor this web site for addenda.

BID SCHEDULE:

Deadline for Questions:August 20, 2014

Last Date for Addendums:August 25, 2014 August 29, 2014

Bid Opens: September 2, 2014
Posting of Award Recommendation: September 15, 2014

Board Action on Recommendation:...... September 29, 2014

Please note that the bid schedule, including the opening date, will be changed in the addendum that is issued on August 29, 2014.

Acknowledgement of Addendum by Vendor:

This addendum shall be completed by Vendor and uploaded with the submittal package. This is to acknowledge receipt of this addendum, which will become a part of the proposal document. This addendum must be signed and returned in order for your submittal to be considered.

Communications Service Co of Daytona, Inc. d/b/a Radio One

Company Name

Greg Parker

Name (Typed or Printed)

Signature

Regional Sales Manager

Title

September 10, 2014

Date



Leading our Children to Success

Procurement Services 29529 CR 561 · Tavares · FL 32778 (352) 253-6760 · Fax: (352) 253-6761 · <u>http://lake.k12.fl.us</u>

August 29, 2014

Superintendent: Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandeburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kyleen Fischer

Addendum #2

Bid #3990DB - Two Way Motorola Radio System District Wide Upgrade

This addendum is provided to answer the following questions and change the schedule for Bid #3990DB - Two Way Motorola Radio System District Wide Upgrade. This addendum is issued as a part of the specifications documents for the above described project. Any changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original Bid. This addendum, as well as any subsequent addenda, may be obtained through www.publicpurchase.com. It is the responsibility of the vendor to monitor this web site for addenda.

Items 1 – 4 refer to the Cost Proposal Form

- Items 1, 3 The current MSRP does not include the total options of IPSC, Cap+, and LCP. <u>Please see the revised</u> cost proposal form.
- 2. Item 4 The MSRP for the antenna is the only price listed. The prices for the other materials needs to be broken out as well. *Please see the revised cost proposal form.*
- 3. Item 3 Does each repeater need to include a battery backup? The battery backup listed is designed to be used per site, not per repeater.

Each site needs a battery backup system. Estimates are listed on the revised cost proposal form.

- 4. Item 5 Can we get clarification on the term "Balance of line Equipment". <u>Please refer to the bid document page 5, Section H Pricing, item 5.</u>
- 5. What frequency Range in UHF 450 to 470? To be determined when FCC licenses are assigned.
- 6. Do you have frequencies coordinated and licensed by the FCC or will vendor provide these services at a fee? The School Board will coordinate the FCC licensing.
- 7. What Digital format do you prefer? DMR/MOTOTRBO
- 8. How many voice/text paths do you require from each repeater on TX? <u>Each repeater will be configured to use</u> both the A&B slot with a template provided by the Network Security Systems Administrator.

- 9. What system outside the 38 school repeaters will you hook to? <u>All of the school repeaters will be connecting</u> to our district IP Network for Interoperability.
- 10. No range parameters are stated, radio systems are not magic they are designed. What do you expect in range, (coverage) distance from repeater? Each School Property is different? <u>True statement. We</u> expect each school property to receive complete coverage.
- 11. Quality of communications, how do you want it to sound? What will you tolerate? We will only accept a radio system that works without issue within the school. All communications within the schools system shall be clear without interference.
- 12. Why is there no mention of towers or height? <u>Towers will not be used. We will use antenna masts at Repeater locations.</u>
- 13. Are the repeaters to be immediately linked by IP? Yes

information will be provided to the awarded vendor.

- 14. Pursuant to the following excerpt, I don't see attachment 9 in the bid package which is supposed to include the district's existing radio inventory. "B-4) Awarded vendor shall maintain an updated inventory of District repeaters, radios and radio programming (frequencies, codes, etc.) organized by location. This list shall include purchase and warranty period. District shall receive updated copies of this inventory at the District's discretion. Attachment 9 is a current District inventory, in excel format. Any purchases under this bid must be placed on the inventory list and maintained per LCSB instructions."

 You are correct. This was an oversight. However, upon review the current inventory does not reflect the data being requested. Awarded vendor shall maintain an inventory in excel format, by location. The District inventory will include make, model, frequencies, codes, purchase date and warranty period at a minimum.
- 15. When is this Site visit, with the Network Security Systems Administrator supposed to take place, after the award? If so, this is a variable that could affect price. <u>After bid is awarded</u>. This is why there is the request for cost /ft. for both conduit and coax etc...

Only one school, Lake Minneola High will have existing radios that will remain on the inventory and that

- 16. Page 3, Section C-3) The Contractor shall install the radio antenna in a location to provide the best possible coverage and in a location that will reduce the chances of it being damaged or tampered with. The exact location for the Antenna shall be determined at the site visit with the Network Security Systems Administrator. Mounting should be secure enough to withstand wind in relation to the antenna size. Upon completion of the installation "as built" must be provided to the Network Security Systems Administrator. All installation... When is the IP site connect expected to be operational? This year or when the entire upgrade is completed?

 IP site connection shall be operational upon completion of site installation.
- 17. Page 3, Section C-4) The repeaters must be configured for IP site connect for three (3) zones; North, Central, and South. The below excerpt refers to a product that is a Motorola exclusive. This is proprietary and is contradictory to the alternate brand clause in the bid Page 8, Section 18 of the bid document indicates "except"

where otherwise specified." The Board has standardized to Motorola Radio equipment as specified on page 2, section 3, paragraph 2 of the bid document.

18. Page 5, Section H2) Prices quoted for radio equipment shall be inclusive of radio, antenna, Impress battery, Impress battery charger, belt clip and vendor representative programming and site testing. The bid spec refers to qualified bidders being an authorized Motorola dealer. It also calls for Motorola certifications. This is contradictory to the following statement. This bid clearly indicates that you will accept alternates if it meets spec.???

NO. See answer to 17 above.

19. Page 8, Section 18 "Equipment, or other items of this bid, identified by catalog or manufacturers number or by brand name are for the purpose of showing quality only, except where otherwise specified. Other Manufacturers or Brand names of proven equal quality, or better, will be acceptable. If bidding on an equivalent to that specified, state manufacturer and supply complete description of product offered, including brochures and specifications." Here's some facts: --Motorola does have a proprietary single site trunking scheme called "Capacity Plus" TRBO radios are the only radios that will play in that technology!

The Capacity Plus Technology will be used at multiple sites with multiple repeaters located at that site --TRBO radios (XPR 6500/6550) have GPS receivers built into them for tracking and fleet management solutions. Be advised this requires an expensive third party product in order to use the GPS functionality. --If the schools are going to use a single repeater, (XPR-8400) at a single location and use voice/texting for primary communications, then Vertex Standard's VXD series products will interface with no problem. They will even work using the same batteries and chargers as the XPR-6500/6550! I can offer two radio paths at the same time per repeater.

Please see the response to item 17 above.

- 20. In looking at the XPR-3300; this is a non-display, non-GPS radio so texting and fleet management is out! This opens the door for eVerge as well, (Our EVX-530 series portables). <u>Please see the response to Item 17 above.</u>
- 21. The XPR-7550, has built in GPS RX'r, Embedded Blue tooth and is Rated "IS". I cannot meet the "GPS" spec but if they aren't using it, it shouldn't be a deciding factor. I can give you blue tooth accessories with Pryme product for our radios. This will be used in future expansion of the system. Again see response to Item 17 above.
- 22. For Clarification, are "low voltage permits" required for this through the Lake County School Board? If so, are the costs of the permits to be included in the pricing of the installation pack, or should there be a separate line item for that pricing? What are the costs to pull the required permits? All permits are pulled through the School Board of Lake County's Facilities Department's Building Code Official. There is no cost for these permits.
- 23. Page 2 of 10 Section 3. A has been revised to read as follows:
 - A. Contractor Qualifications:
 - 1) Contractor must be a manufacturer's authorized <u>full line</u> Motorola radio <u>Channel Partner</u> systems dealer and shall supply a copy of dealer certificate as part of their bid response.

- Contractor must have a certified R56 Installer on staff throughout the contract and must supply proof of Certification as part of their bid response.
- 3) Contractor <u>shall</u> must be an authorized warranty service center for Motorola. Authorization shall be included in bid response. This would include authorized warranty support. LCSB will not pay any shipping charges for repair work.
- 4) Contractor must have a valid Internet Electronic Mail (E-Mail) address monitored frequently during business hours in order to receive District requests for service. E-Mail address to be provided on the vendor response form. Vendor shall also provide contact information and escalation path should an emergency occur.

24. The bid schedule has been changed as follows:

BID SCHEDULE:

Deadline for Questions:

August 20, 2014

Last Date for Addendums:

August 25, 2014 August 29, 2014

Bid Opens:

September 2, 2014 September 10, 2014 @ 2:00 PM

Posting of Award Recommendation:

September 15, 2014 October 1, 2014

Board Action on Recommendation:

September 29, 2014 October 13, 2014

25. Page 7 of 10 section 8 has been revised to read as follows:

BIDDER QUALIFICATIONS: The following items shall be included with bid response. Failure to do so may result in disqualification.

- A. Project references, 3 minimum with similar experience. (Attachment 2) Bidder must download forms to complete. Once completed bidder must upload documents to bid.
- B. Copies of all applicable licenses. *Upload licenses to bid.*
- C. Copies of all applicable certifications. *Upload to bid.*
- D. Copies of Motorola authorizations. *Upload to bid*
- 26. <u>Page 9 of 10 section 29 has been revised to read as follows:</u> BID RESPONSE REQUIREMENTS/FORMS: When submitting a bid through <u>www.publicpurchase.com</u> the following items shall be included with bid response. Download forms, complete required fields and signatures. Upload with all required attachments with submittal. Failure to do so may result in disqualification.
 - A. Signature and Information Page (Attachment 1)
 - B. Bidder Qualifications (See paragraph 8)
 - C. Reference Form (Attachment 2) 3 required
 - D. Brochures and Specifications (As required in paragraph 17)
 - E. Federal Debarment Form (Attachment 3)
 - F. Public Entity Crimes Affidavit (Attachment 4)
 - G. Non-Collusion Affidavit (Attachment 5)
 - H. Conditions for Emergency/Hurricane or Disaster (Attachment 6) (Attachment 7)
 - I. Cost Proposal Form (Attachment & 10)

Please note that the opening date <u>has changed</u>. All bids shall be submitted through <u>www.publicpurchase.com</u>, by no later than **2:00 PM**, local time, on, **Wednesday**, **September 10**, **2014**.

Acknowledgement of Addendum by Vendor:

This addendum shall be completed by Vendor and uploaded with the submittal package. This is to acknowledge receipt of this addendum, which will become a part of the proposal document. This addendum must be signed and returned in order for your submittal to be considered.

Communications Service Co. of Daytona, Inc. d/b/a Radio One Company Name

Greg Parker

Name (Typed or Printed)

Signature

Regional Sales Manager

Title

September 10, 2014

Date

	Α	В	С	D	E	F	G	Н		
1						Г	J G	П	1]
2					ATTACHMENT 10 REVISED COST PROPOSAL FORM BID #3990DB					
3				Comple	te all rows in Columns F(% of Motorolas's current MSRP) and H (Unit F	rice) that are	not filled with li	nes	
4				Column	s H (Unit Price) and I (Total) filled with lines will calculate	e automatically	with the exce	ption of the add	litional warranties.	
5										
		Est Quan-	Est Quan-	Est Quan-	RADIO ONE 7041 Grand National Dr <u>Iv</u> e Suite 116 Orlando, FL 32819 - 8987	% off Motorola's Current MSRP (This % shall be firm for the entire contract	Current			
6		tity	tity	tity	Description	period.)	MSRP	Unit Price	Total	
7		2014 - 2015	2015- 2016	2016- 2017	No Substitutes for the Motorola Items.	Only Percentage in this column				
					Portable Radio, Motorola XPR3300, Model #	tins column				
8	1	324	266	216	AAH02RDC9JA2_N, UHF, 4w, 16 Ch, Non Display	46%	\$ 616.67	\$ 333.00	\$ 268,399.45	
9	2	324	266		Standard Battery, Motorola STDBAT0446	///////////////////////////////////////		333.00	200,599.45	
10	2	324	266		Standard Charger, Motorola STDCHG0446		nc			
11	4	324	266		UHF Slim Whip Antenna Motorola QA02304		nc			
12	5	324	266		Standard Model Box, Motorola STDBOX0446		nc			
13	6	324	266		Standard 2 Year Warranty, Motorola STDWAR0446		nc			
14	7	324	266		1- year Service from the Start-LITE, Motorola Q884	28%		\$ 27.36	\$ 22,052.16	
15	8	324	266	216	2- year Service from the Start-LITE, Motorola H885	29%	\$ 73.00	\$ 51.83	\$ 41,774.98	
16	9	324	266	216	3- year Service from the Start-LITE, Motorola H886	30%	\$ 108.00	\$ 75.60	\$ 60,933.60	
17	10	324	266	216	IP Site Connect Upgrade, Motorola HKVN4154	39%	\$ 83.00	\$ 50.63	\$ 40,807.78	
18	11	49	38		Portable Radio, Motorola XPR 7550, Model # AAH56RDN9KA1_N, UHF, 4W, 1000 Ch, Display,	40%	\$ 1,165.00	\$ 699.00		
19	12	49	38	28	Standard Battery, Motorola STDBAT0871		nc			

	Α	В	С	D	E	F		G	Н	1	J
		Est Quan-	Est Quan-	Est Quan-	RADIO ONE 7041 Grand National Drive Suite 116 Orlando, FL 32819-8987	% off Motorola's Current MSRP (This % shall be firm for the entire					
6		S	tity	tity	Description	contract period.)	MS	rrent	Unit Price	Total	
7		•	2015- 2016	2016- 2017	No Substitutes for the Motorola Items.	Only Percentage in		ore	Ont Price	F	
20	13	49	38		Standard Charger, Motorola STDCHG0871	///////////////////////////////////////	no				
21	14	49	38		UHF Slim Whip Antenna, Motorola QA02304		nc	3			
22	15	49	38		Standard Model Box, Motorola STDBOX0871		nc				
23	16	49	38		Standard 2 Year Warranty + 1 Year Service from the Start LITE, Motorola STDRSA0871		nc				
24	17	49	38	28	1- year Service from the Start-LITE, Motorola Q884	20%	\$	38.00	\$ 30.40	\$ 3,496.00	
25	18	49	38		2- year Service from the Start-LITE, Motorola H885 Repeater, Motorola XPR8400, Model	20%	\$	73.00	\$ 58.40	\$ 6,716.00	
26	19	14	12		#AAM27QPR9JA7BN,UHF, 25-40 Watt	38%	\$	2,900.00	\$ 1,798.00	\$ 68,324.00	
27	20	12	12	12	Capacity Plus Single Site Digital Trunking Upgrade, HKLN4427	38%	\$	1,667.00	\$ 1,033.54	\$ 37,207.44	
28	21	14	12	12	Duplexer, 406 - 500 MHZ, rack-mount, Motorola DSCP10725TUNED	38%	\$	463.00	\$ 287.06	\$ 10,908.28	
29	22	14	12	12	TX Interconnecting Cable, Motorola 0112004B04	15%	\$	92.25	\$ 78.41	\$ 2,979.68	
30	23	14	12		TX Interconnecting Cable, Motorola 0112004U04	15%	\$	65.50	\$ 55.68	\$ 2,115.65	
31	24	14	12	12	Rack Mount duplexer/Filter-Enclosure Kit, including mounting screws, Motorola PMLE4548	15%		165.00			
32	25	14	12		Antenna, 3.8 DB Omni, Motorola DQDB404B	15%	\$	561.00	\$ 476.85	\$ 18,120.30	
33	26	14	12	12	Standard 2 Year Warranty, Motorola		nc				

	_						T			
	_ A	В	С	D	E	F	G	Н	11	J
6		Quan-	Est Quan- tity	Est Quan- tity	RADIO ONE. 7041 Grand National Drive Suite 116 Orlando, FL 32819 8987	% off Motorola's Current MSRP (This % shall be firm for the entire contract period.)	Current MSRP	Unit Price	Total	
7		2014 - 2015	2015- 2016	2016- 2017	No Substitutes for the Motorola Items.	Only Percentage in				
	44				Hourly Rate for Installation (tapcons, fire caulk, boxes,					
49	41	140	11 11 12 14 15		clips, sleeves etc. included in rate)				\$ 30,400.00	
50	42	5	10	50	Hourly Rate for Repairs			\$ 80.00	\$ 5,200.00	
51								Per Foot Cost		
52	43	1400	1200	1200	Conduit			\$ 2.50	\$ 9,500.00	
53	44	700	600	600	Antenna Coax, 1/2" Superflex, CommScope FSJ4-50B or equal			\$ 2.50	\$ 4,750.00	
54	45	100	100	100	Grounding Cable # 2, Wireless Solutions WSGW-2- 19STG or equal			\$ 3.00	\$ 900.00	
55	46	100	100	100	Grounding Cable # 6, Wireless Solutions WSGW-6- 19STG or equal			\$ 2.00	\$ 600.00	
56								Per Each		
57	47	14	12	12	Ground Lugs, Thomas and Betts 54855BE or equal			\$ 4.00	\$ 152.00	
58	48	14	12	12	Ground Lugs, Thomas and Betts 54852BE or equal			\$ 3.00	\$ 114.00	
59 60	49 50	14 14	12 12	12 12	Antenna Mast EX: CommScope MT-220-120 or equal Mast Wall Mounts CommScope MTC300901or equal			\$ 101.00 \$ 45.00	\$ 3,838.00 \$ 1,710.00	
61					Totals without additional warranties				\$ 722,848.08	
62					the cost proposed for the additional warranties (items 7	,8,9,17,18,27,2	8 & 29) a decis	ion will be mad	e whether to include	
63		these additional warranties in award.								

	Α	В	С	D	E	F	G	Н	I	J
6		Est Quan- tity	Est Quan- tity	Est Quan- tity	RADIO ONE 7041 Grand National Drive Suite 116 Orlando, FL 32819 - 8987	% off Motorola's Current MSRP (This % shall be firm for the entire contract period.)	Current MSRP	Unit Price	Total	
		2014 -	2015-	2016-		Only Percentage in				
7		2015	2016	2017	No Substitutes for the Motorola Items.	this column				
34	27	14	12	12	1 year Service from the Start-LITE, Motorola G400	18%	\$ 60.00	\$ 49.20	\$ 1,869.60	
35	28	14	12	12	2 year Service from the Start-LITE, Motorola G24	18%	\$ 114.00	\$ 93.48	\$ 3,552.24	
36	29	14	12	12	3 year Service from the Start-LITE, Motorola G398	18%	\$ 171.00	\$ 140.22	\$ 5,328.36	
37	30	14	12	12	Connectors, NF, Motorola TDN8810A	15%	\$ 32.00	\$ 27.20	\$ 1,033.60	
38	31	42	36	36	Connectors, NM, Motorola DDN9682A	15%	\$ 32.00	\$ 27.20	\$ 3,100.80	
39	32	28	24	24	Ground Kits, CommScope 241088-1 or equal			\$ 22.50	\$ 1,710.00	
40	33	14	12	12	Rack, 84" x 10" Open Aluminum, Flat Black, Cooper B- Line SB556084XUFB or equal			\$ 190.00	\$ 7,220.00	
41	34	14	12	12	Rack Screws, 12-24 x 1/2", 100/box, Bud Industries 9260C or equal			\$ 38.00	\$ 1,444.00	
42	35	14	12	12	Polyphaser, Motorola DQIS-B50HN-CO	15%	\$ 91.00	\$ 77.35	\$ 2,939.30	
43	36	14	12	12	AC Surge Suppressor, 10" 12 Outlets, 15A, Motorola DSDRS1215	15%	\$ 91.00	\$ 77.35	\$ 2,939.30	
44	37	14	12	12	12V, 200 AH, Battery Rack System, Ventev RP12S-2- 1948-MT84 or equal			\$ 2,800.00	\$ 106,400.00	
45	38	14	12	12	Battery Wire Harness, Ventev CP-BCR-WK or equal			\$ 45.00	\$ 1,710.00	
46	39	\$1,000	\$1,000	2000	% Discount from MSRP for Balance of line Equipment	30%		\$3,000	\$ 2,100.00	
47	40	\$200	\$200	144	% Discount from MSRP for miscellaneous parts or accessories.	15%		\$600	\$ 510.00	
48								Per Hour Cost		





Service Specialist

As a Motorola Solutions Service Specialist, RADIO one-Communications Service Co. is an authorized Motorola warranty station, is eligible for Motorola service subcontracts, and meets Motorola's requirements including:

Motorola PartnerEmpower Radio Solutions Partner

Environmental Health & Safety Policy, a commitment to meeting environmental, health and safety standards and to maintaining a safe and healthy workplace.

Business and Liability Insurance, Workers Compensation insurance, Automobile and Umbrellas Liability insurance

Information Security Policy, a robust policy to secure the information assets of all customers

Tax and Business Certificates

Calibrated Test Equipment

Service Technicians with CET technical certifications, Motorola R56 Site Installer certification



Certified Service Center



September 10, 2014

Communications Service Co. of Daytona Inc. DBA Radio One 933 Beville Rd South Daytona, FL 32119

Dear Sir or Madam:

This letter represents that Communications Service Co. of Daytona Inc. DBA Radio One currently may use the following Motorola subcontractor service status designations while acting as a subcontractor to Motorola on a service contract:

Motorola Service Specialist

As a Motorola Service Specialist, Communications Service Co. of Daytona Inc. DBA Radio One may, while acting as a Motorola subcontractor, perform maintenance, installation and warranty services for select Motorola products such as two-way radio systems, consoles, and subscriber units Communications Service Co. of Daytona Inc. DBA Radio One has an authorized service location in South Daytona, FL. Being a Motorola Service Specialist means that Communications Service Co. of Daytona Inc. DBA Radio One meets Motorola's high level of service requirements including compliance with Motorola's internal Environmental Health and Safety policy. In addition, Motorola requires that a minimum number of a Service Partner's technicians achieve certification and meet rigorous training requirements necessary to perform certain services on both new and existing Motorola radio systems and subscribers.

Communications Service Co. of Daytona Inc. DBA Radio One is also authorized to perform warranty repair services at the locations listed above. As such, Communications Service Co. of Daytona Inc. DBA Radio One can, while acting as a Motorola subcontractor, perform warranty services for only those two-way radio products it is authorized by Motorola to resell.

Please note that the Motorola Service Specialist designation expires on 12/31/2014 at which time it will be reviewed by Motorola.

Also please note that this designation is internal to Motorola and is only intended for use by Motorola to differentiate between its service subcontractors. The designation applies only when Motorola Service Specialists are performing work under the direct supervision of Motorola as a subcontractor with access to Motorola technical support, and Motorola makes no representations about and accepts no responsibility for the ability or performance of such Service Specialists when these entities are acting independently. This designation does not prohibit any Service Specialist from offering independent services to a customer.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

Kimberly Gremo Service Partner Program Telephone: 847-576-5404

Email: kimberlygremo@motorolasolutions.com



orthum of international nizations dedicated to ing the highest levels of Island product service.

Registration Number:

FL0177

Expires:

Sept 23, 2014

Certified Service Center

A Symbol Of Quality Service.

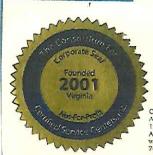
Be it known by these presents that

Radio One Communications Service Company

South Daytona, FL

has met the highest standards of achievement in its service facilities, staff and management as





Don Pierson, President

Consumer Electronics Association (CEA) 1919 S Eads St. Arlington, VA 22202 703-907-7045

ETA International 5 Depot Street Greencoatle, IN 46135 www.eta-i.org 800-288-3824 North American Retail Dealers Assar (NARDA/NASD) 4700 W Lake Ave. Clenview, IL 60025 www.narda.com 800-621-0298

Professional Service Aasn (PSA) 71 Columbia Street Cohoes, NY 12047 www.psaworld.com 888-777-8851

United Servicers Association (USA) One President Way Woburn, MA 01801 Www.unitedservicers.com 800-683-2558

Teresa Maher, Secretary

USM Service Stations (USMSS) 41277 N Bayside Dr. Antioch, IL 60002 www.usmss.org 847-395-3077

Expiration Date August, 08 2018

CONTROL OF THE CHARLES OF THE CHARLE

R56

R56 Installer



Certified R56 Installer

Michael J. Goguen, R56156648 The Villages, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as an R56 Installer (non-auditor status). To be recognized for this credential, practicing technicians must pass examinations in the core concepts required in the installation of a communications site, based on the R56 industry codes and standards. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the abovenamed expert electronics technician. His/her name has been published in the High-Tech News journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the R56 identification items or advertise his level of accomplishment as an installer. Congratulations from ETA officers and members and the electronics industry, Recertification takes place every four (4) years and may be accomplished by testing in the same electronics technology discipline at the end of each four-year period.

Teresa J. Maher, CSS - Presiden

ETA® International Greencastle, Indiana www.eta-i.org



Expiration Date
August, 08
2018



R56

R56 Installer



Certified R56 Installer

Dean W. Harden, R56156647 Cocoa, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as an R56 Installer (non-auditor status). To be recognized for this credential, practicing technicians must pass examinations in the core concepts required in the installation of a communications site, based on the R56 industry codes and standards. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the abovenamed expert electronics technician. His/her name has been published in the High-Tech News journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the R56 identification items or advertise his level of accomplishment as an installer. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by testing in the same electronics technology discipline at the end of each four-year period.

Teresa J. Maker Teresa J. Maher, CSS - President

ETA® International Greencastle, Indiana www.eta-i.org





MOTOTRBO™ Capacity Plus

Single-Site Digital Trunking



ACCELERATE PERFORMANCE.

MOTOTRBO™ Capacity Plus

Maximize your capacity.

Do you have a large number of employees who are organized into multiple work groups and need to share business-critical voice and data communications within a single building, on a campus, or at a manufacturing facility? Is your business growing to where you now need a two-way radio communication solution with expanded voice and data capacity? Are you currently using an analog trunking system, but are ready to take advantage of the benefits of digital technology? If so, MOTOTRBO Capacity Plus is the solution for you!

MOTOTRBO is a standards-based, digital two-way radio communication system that delivers twice the calling capacity of analog systems, as well as integrated data communications, enhanced voice communications and longer battery life. With Capacity Plus, you can further expand the capacity of a MOTOTRBO two-way radio system. Capacity Plus is a scalable, single-site trunking solution that enables over a thousand MOTOTRBO radio users to share both voice and data communication on the same system.

Ideal for resorts, hotels, hospitals, warehouses, manufacturing plants and other medium to large single-site facilities, Capacity Plus allows your work force to quickly and efficiently share a large amount of business-critical communication—resulting in increased productivity for your business.



An efficient and cost-effective way to expand your communication system.

MOTOTRBO Capacity Plus is a unique, efficient two-way radio solution that provides reliable digital technology combined with the many benefits of traditional trunking systems. Employees can utilize both voice and data communication, all on the same system and without having to add new frequencies. This intelligent software solution enables you to maximize the full capacity of your MOTOTRBO system and quickly transmit business-critical information all while eliminating the need to purchase additional infrastructure.

Capacity Plus allows you to both expand and efficiently maximize the capacity of your MOTOTRBO two-way radio system—providing your work force with the ideal communication solution.

The features you want; the flexibility you need.

Capacity Plus expands a MOTOTRBO™ system by enabling you to link up to 12 voice paths and 24 additional dedicated data paths—and depending on your needs, accommodates as many as 1,200 users. By using a combination of those talk paths, Capacity Plus gives you the flexibility to address the communication needs of your business—including voice communication, multiple data applications or a combination of both. While employees continue to use up to 12 talk paths for voice communication, the additional 24 dedicated data paths can be used to enable faster sharing of information such as GPS location coordinates, text messages, work order tickets and much more.

MOTOTRBO Capacity Plus is a high capacity, voice and data communication solution that:

- Delivers 5 times* the capacity of an analog conventional system and up to 3 times* the capacity of an analog trunking system
- Delivers 2 times* the capacity of a MOTOTRBO digital conventional system
- "Trunks" up to 12 digital voice talk paths
- Allows up to 24 additional dedicated data paths
- · Accommodates up to 1,200* radios
- Integrates both voice and data applications such as GPS-enabled location services, text messaging, telemetry and much more, on the same system
- Offers system-wide calling capability to communicate with all personnel at once
- Supports the MOTOTRBO Repeater Diagnostic and Control (RDAC) utility to help ensure the continuous performance of your system
- Integrates with existing MOTOTRBO systems via a simple, software upgrade

Migrate to the benefits of digital technology.

Digital technology provides benefits to your business, including integrated voice and data capabilities, clearer voice communication and much more. MOTOTRBO radios, with an option board upgrade, can operate on your existing LTR® or PassPort® analog trunking system today. Then when you are ready, and with a Capacity Plus software upgrade, you can begin migrating to digital trunking at your own pace—one talkgroup or one department at a time.



^{*}Actual results may vary depending on system configuration and usage.



MOTOTRBO™ Professional Digital Two-Way Radio System.

MOTOTRBO combines the best of two-way radio with digital technology to bring you increased capacity, clarity, spectral efficiency and integrated data applications. With an open versatile portfolio of portable and mobile two-way radios as well as accessories, MOTOTRBO offers an open, standards-based solution that is both cost-effective and easily tailored to meet the communication needs of your business.

- Utilizes TDMA technology to deliver twice the calling capacity of FDMA and analog radios
- Offers up to 40% longer battery life than FDMA and analog radios
- Requires half the infrastructure costs of FDMA digital solutions as a second call doesn't require a second repeater
- Supports data applications such as text messaging, GPS-enabled applications and more
- Provides clear voice communication by rejecting static and noise
- Meets demanding specifications—IP57 for submersibility in water; U.S. Military and Motorola standards for durability and reliability
- Offers intrinsically safe options for use in locations where flammable gas, vapors or combustible dust may be present
- Utilizes Motorola's state-of-the-art IMPRES™ technology in batteries, chargers and audio accessories, providing longer talk time and clearer audio delivery
- Built to the globally recognized European Telecommunications Standards Institute (ETSI) Digital Mobile Radio (DMR) Tier 2 digital radio open standard
- · Provides easy migration from analog to digital with the ability to operate in both analog or digital mode
- Fully backed by a two-year warranty plus one-year Repair Service Advantage (US only)/ Extended Warranty (Canada only)

www.motorola.com/mototrbo

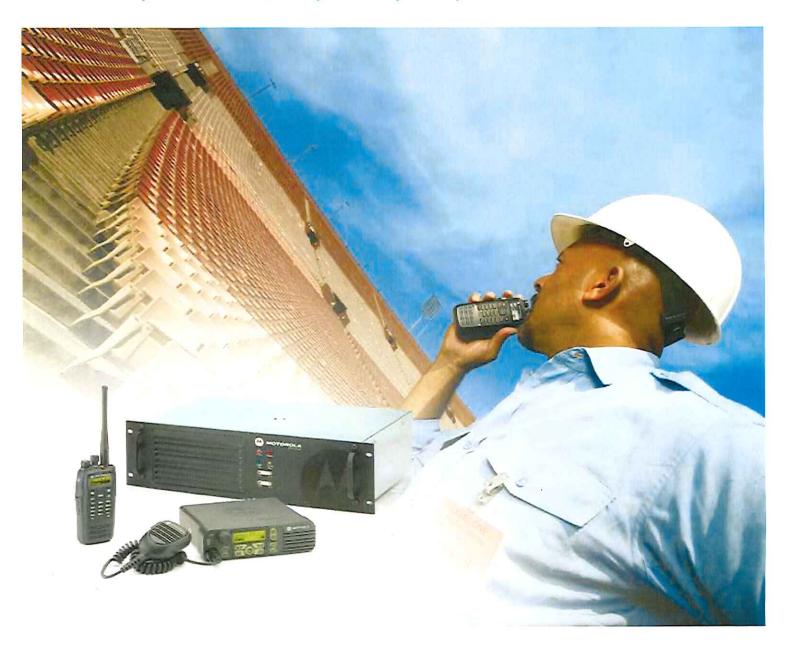


Motorola, Inc. United States: 1301 E. Algonquin Road Schaumburg, Illinois 60196 Phone: 1-800-422-4210 TTY: 1-800-522-5210 Fax: 1-800-622-6210



MOTOTRBO™ IP Site Connect

Extend your reach, improve your performance.



ACCELERATE PERFORMANCE.

A reliable IP solution for MOTOTRBO™ Systems.

Does your business need to communicate across dispersed geographical locations, across a large area with physical barriers or have seamless coverage within a high-rise building? IP Site Connect enables you to extend the reach of your MOTOTRBO two-way radio system to do just that. This software allows you to link several single-site systems via a standard IP network, opening the door to uninterrupted voice and data communication without geographical limitations.

With IP Site Connect you don't have to worry about physical barriers, manual intervention for roaming, limited coverage or lost functionality. And there are no monthly service or access fees to factor in. All that's required is an IP connection and a desire for extended communication coverage.



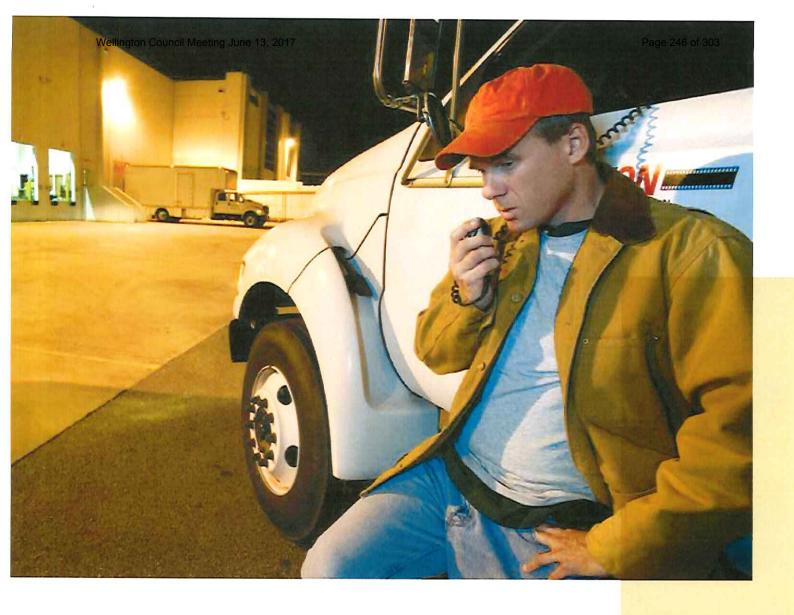


Link repeaters, locations and people.

IP Site Connect, a digital feature of MOTOTRBO, enables you to link up to 15 repeaters—at a single site or across multiple locations—instantly creating a reliable local- and wide-area communications network.* Now, a user at one of your coverage locations can share business-critical voice and data with users at any of your other geographical locations, anywhere in the world. You can also create contiguous wide-area communication by linking adjoining coverage areas or eliminate the impact of physical barriers at a single site—you simply share your voice and data via an IP network using MOTOTRBO radios.

- Network up to 15 repeaters
- Share voice and data across geographically dispersed facilities
- Seamlessly roam from site to site with no manual intervention or interruption, creating a contiguous coverage area
- Eliminate the impact of many common physical barriers, such as tall buildings or mountains, by networking users together through an IP connection
- Utilize new MOTOTRBO radios, repeaters and data applications—or existing MOTOTRBO equipment via software upgrade
- Communicate on site and over a wide area from the same repeater
- Monitor and manage your system via repeater diagnostics and control utility

^{*}Using IP Site Connect as a wide-area network by linking up to 15 repeaters, does not increase system capacity. The number of users is limited to the same capacity as a single-site channel and is determined by the amount of voice and data transmissions for that channel; however, your existing capacity can now be extended to disperse geographical locations anywhere in the world.



IP Site Connect:

Cross-connect across the globe.

A key feature of IP Site Connect is the ability to automatically connect MOTOTRBO users utilizing different frequency bands, broadening the scope of your two-way communication capabilities. So whether they're residing on VHF or UHF, or in another city, state or continent, MOTOTRBO enables users at disperse geographical locations to communicate at the push of a button.

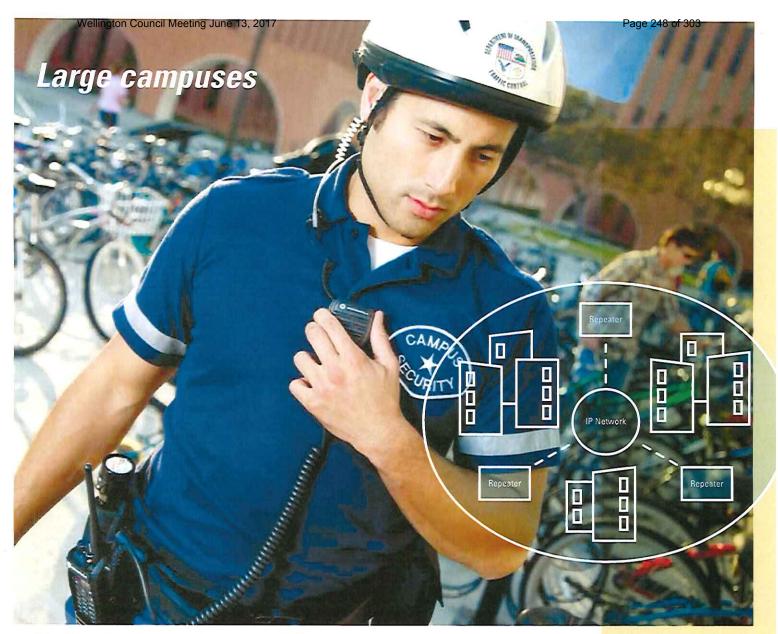
- Allows you to share voice and data applications such as text messaging or GPS-location tracking across an unlimited geographical area
- Expands coverage for conventional users by allowing you to network multiple repeaters at a single site or dispersed locations
- Gives system administrators the ability to monitor and control repeaters within your analog or digital system
- Keys up all radios on a wide area channel, allowing users to monitor communications from remote locations in their network
- Enables users to seamlessly roam between sites of a wide area system without having to physically change channels
- Utilize new MOTOTRBO radios, repeaters and data applications—or existing MOTOTRBO equipment via software upgrade
- Improves overall business communications and visibility by allowing you to track or send a message to any device in a wide area from a single server



Link MOTOTRBO™ users anywhere in the world.

IP Site Connect can extend the reach of your MOTOTRBO systems to locations virtually anywhere in the world. For example, MOTOTRBO users at a manufacturing plant in the United States can communicate in real-time with workers at up to 14 other warehouses, distribution centers or satellite locations scattered across multiple cities, states, countries or continents. You can also eliminate issues caused by interference and physical barriers such as equipment, buildings, mountains or other structures. All that's required are MOTOTRBO radios and a networked repeater at each location.

- Network up to 15 repeaters at locations anywhere in the world
- Cross-connect with different frequencies
- Automatically roam from one coverage area to another with no manual intervention or interruption
- Utilize new MOTOTRBO radios, repeaters and data applications—or existing MOTOTRBO equipment via software upgrade
- Monitor and manage your system via repeater diagnostics and control utility



Enhance campus-wide coverage.

In a campus setting, two-way radio communication systems can face a number of logistical and operational challenges. For example, in a large resort or institution, users can experience communication difficulties due to the presence of buildings or metal structures, effectively cutting them off from other colleagues. IP Site Connect can eliminate the problem completely by networking your system through an IP network, creating continuous umbrella-like coverage for your business.

With repeaters strategically located throughout the campus you ensure uninterrupted coverage and unrestricted mobility both inside and outside. Users across the campus can share voice and data quickly, improving everything from security to safety to customer satisfaction.

- Network up to 15 repeaters across an entire campus
- Automatically roam from one coverage area to another with no manual intervention or interruption
- Utilize new MOTOTRBO radios, repeaters and data applications—or existing MOTOTRBO equipment via software upgrade
- Monitor and manage your system via repeater diagnostics and control utility



A simple solution for single site communications.

IP Site Connect enhances your MOTOTRBO™ two-way coverage in a number of important ways. For example, an entire high-rise structure such as an office or hotel can provide seamless voice and data coverage with just a fraction of the repeaters typically required. The automatic site-roaming feature also eliminates the need for users to physically change channels as they move through the building, dramatically improving communication and productivity.

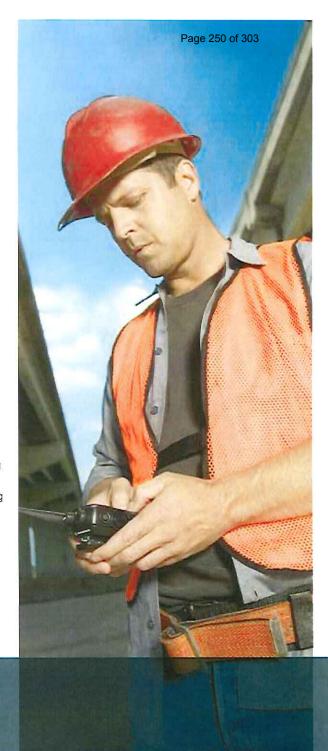
- Expand voice and data coverage via the networking of up to 15 repeaters
- Automatically roam from one coverage area to another with no manual intervention or interruption
- Utilize new MOTOTRBO radios, repeaters and data applications—or existing MOTOTRBO equipment via software upgrade
- Monitor and manage your system via repeater diagnostics and control utility



MOTOTRBO™ Professional Digital Two-Way Radio System.

MOTOTRBO combines the best of two-way radio with digital technology to bring you increased capacity, clarity, spectral efficiency and integrated data applications. With a versatile portfolio of portable and mobile two-way radios as well as accessories, MOTOTRBO offers a private, standards-based solution that is both cost effective and easily tailored. Whether you need workforce communication at the site of your business or you need to extend your communication reach, MOTOTRBO is a complete package for your organization's unique communication needs.

- Utilizes TDMA technology to deliver twice the calling capacity of FDMA and analog radios
- Supports data applications such as text messaging and GPS-location tracking
- Provides clear voice communication by rejecting static and noise
- Enables added functionality such as dispatch data and enhanced signal calling
- · Fully backed by a two-year warranty



Expand your coverage, enhance your two-way communication.

MOTOTRBO's IP Site Connect enables you to expand the coverage of your two-way radio communication system. By utilizing this feature, you can extend the voice and data communication reach of your workforce, even across geographically dispersed locations on different frequency bands and with no monthly service fees. Whether you need to communicate among geographically dispersed locations, automatically roam from one coverage area to another with no manual intervention or on a single site containing physical barriers, IP Site Connect enables you to communicate and share data—resulting in improved customer service and increased productivity for your business.

PRODUCT SPEC SHEET
MOTOTRBO™ XPR 3000 SERIES PORTABLE RADIOS





DIGITAL, NOW WITHIN REACH

MOTOTRBO™ XPR™ 3000 SERIES DIGITAL TWO-WAY PORTABLE RADIOS

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Monitoring supply needs on a manufacturing line or reporting an emergency on school grounds, how do you keep employees connected and students safe? MOTOTRBO digital radio solutions can help by putting the power of digital communications within reach.

Versatile and powerful, MOTOTRBO combines the best of two-way radio functionality with the latest digital technology. XPR 3000 Series radios offer best-in-class audio in a scalable solution to meet your communication needs. Because they are also analog interoperable, you can make the transition to digital at your own pace and budget.

The XPR 3000 Series radios can remaster your workplace and the way people collaborate to help you achieve even greater productivity, safety and cost-effectiveness.

PRODUCT SPEC SHEET MOTOTRBO™ XPR 3000 SERIES PORTABLE RADIOS



EXCEPTIONAL DESIGN

The XPR 3000 Series offers a compact and lightweight design, making it comfortable for users to carry during long work shifts. Controls are designed to optimize ease of use, including an innovative new connector design that allows accessories to be securely attached and detached in seconds, without the use of any tools.

ENHANCED PRODUCTIVITY AND EFFICIENCY

The XPR 3000 Series offers plenty of features to make workers more efficient. The two-line display and navigation menu on the XPR 3500 portable is intuitive and easy-to-use, so workers can stay focused on the job at hand. Enhanced features such as voice announcement provide audible confirmation of channel and zone changes without having to look at the radio, and convenient one-touch access buttons provide quick access to favorite radio features.

INDUSTRY-LEADING AUDIO

When it comes to exceptional audio clarity, the quality of digital can't be denied. With the XPR 3000 Series portables, you get digital audio clarity throughout your coverage area plus unique features to help your employees hear and speak clearly, wherever they work.

Increased background noise suppression filters out unwanted external clamor — from the rumble of forklifts to the buzz of school hallways. And with our exclusive Intelligent Audio feature, the radio volume automatically adjusts to compensate for background noise, so workers don't need to adjust their radio volume to avoid missing a call in loud situations or disturbing others when they move into quiet places. IMPRES™ audio accessories also enhances noise suppression and improves voice intelligibility for smarter audio than they've ever experienced.

HIGH-POWERED PERFORMANCE

Because the XPR 3000 Series uses TDMA digital technology, it delivers twice the calling capacity plus clearer voice communications. When it comes to battery performance, these radios operate up to 40 percent longer between recharges compared to analog. In addition, the leading-edge IMPRES™ technology in our batteries, chargers and audio accessories also ensures longer talk time and clearer audio.

MIGRATE AT YOUR OWN PACE

Keeping operations running smoothly during a change in communication systems is vital to your operation. It's easy to migrate to digital because the XPR 3000 Series radios operate in analog and digital mode while the dynamic mixed mode repeater functionality streamlines automatic switching between analog and digital calls. So you can begin using MOTOTRBO radios and repeaters on your existing analog system, and when your time and budget allow, move to digital at your own pace.

SCALABLE TO MEET YOUR NEEDS

Your workforce is hard at work every day — getting students home safely, unloading cargo, checking inventory and checking on guests. That's why you'll appreciate the easy flexibility and scalability of the XPR 3000 Series to fit your changing needs and coverage area. All it takes is a simple software upgrade to add key features like enhanced scrambling for increased voice privacy or the transmit interrupt suite to prioritize critical communication exactly when it's needed.

Other optional software upgrades can also expand coverage or capacity. IP Site Connect dramatically improves customer service and productivity by using the Internet to extend coverage to create a wide area network, enhancing single site coverage or geographically linking dispersed locations. Capacity Plus single-site trunking expands capacity to over 1,000 users without adding new frequencies. Linked Capacity Plus leverages the high capacity of Capacity Plus, with the wide area coverage capabilities of IP Site Connect to keep your staff connected with an affordable wide area trunking solution. So whether you want expanded coverage at a single site or across multiple ones, the XPR 3000 Series can be scaled to your business and budget.

DAY-IN, DAY-OUT DURABILITY

The XPR 3000 Series meets demanding specs, including IP55 for water protection and U.S. Military 810 C, D, E, F and G. It's backed by a two-year Standard Warranty and minimum one-year warranty for accessories.





PRODUCT SPEC SHEET

MOTOTRBO™ XPR 3000 SERIES PORTABLE RADIOS

XPR 3000 SERIES SPECIFICATIONS

		DISPLAY	XPR 3500	NON DISPLA	AY XPR 3300	
400 750 300 100 100 100		VHF	UHF	VHF	UHF	
Channel Capacity		128	128	16	16	
Frequency		136-174 MHz	403-512 MHz	136-174 MHz	403-512 MHz	
	Height (H)	4.80 inch / 122 mm		4.80 inch / 122 mm		
IMPRES Hi-Cap Li-ion Non-FM (2150 mAH) Battery	Width (W)	2.20 inch	/ 56 mm	2.20 inch / 56 mm		
	Thickness (T)	1.64 inch ,	/ 41.7 mm	1.64 inch / 41.7 mm		
	Weight	10.8 oz	(305 g)	10.0 oz (285 g)		
IMPRES SLIM Li-ion (1500 mAh) Battery	Height (H)	4.80 inch	/ 122 mm	4.80 inch / 122 mm		
	Width (W)	2.20 inch	/ 56 mm	2.20 inch / 56 mm		
	Thickness (T)	1.43 inch /	1.43 inch / 36.4 mm		/ 36.4 mm	
	Weight	10.0 oz	(285 g)	9.3 oz	265 g)	
	Height (H)	4.80 inch / 122 mm		4.80 inch	/ 122 mm	
2 20 000 TOUR STREET	Width (W)	2.20 inch / 56 mm		2.20 inch	/ 56 mm	
Core Slim Li-lon (1500 mAH) Battery	Thickness (T)	1.43 inch / 36.4 mm		1.43 inch ,	/ 36.4 mm	
	Weight	10.0 oz (285 g)		9.3 oz (265 g)		
Power Supply			7.5 V (N	ominal)		
Operating Temperature			-30°~ -	-60° C		
FCC Description		ABZ99FT3088	ABZ99FT4089	ABZ99FT3088	ABZ99FT4089	
IC Description		109AB-99FT3088	109AB-99FT4089	109AB-99FT3088	109AB-99FT4089	
IMPRES SLIM Li-ion (1500 mAh) Batter	y	Analog	j: 8 hrs	Analog: 8 hrs		
Core Slim Li-Ion (1500 mAH) Battery		Digital: 11.5 hrs		Digital: 11.5 hrs		
ODERSKI LANDEZWICZ NA POTOTO DO OROZONIA COCC. DOSE POTOTO DO OROZONIA COCC.		Analog:	11.5 hrs	Analog: 11.5 hrs		
IMPRES Hi-Cap Li-ion Non-FM (2150 mAH) Battery		Digital: 16.5 hrs		Digital: 16.5 hrs		

Average battery life at 5/5/90 driv cycle with carrier squelch and transmitter in high power

		810C		810D		810E		810F		810G
APPLICABLE MIL-STD	METHOD	PROCEDURES	METHOD	PROCEDURES	METHOD	PROCEDURES	METHOD	PROCEDURES	METHOD	PROCEDURES
Low Pressure	500.1	1	500.2	п	500.3	11	500.4	11	500.5	11
High Temperature	501.1	1, 11	501.2	I/A1,II/A1	501.3	I/A1,II/A1	501.4	I/Hot, II/Hot	501.5	I-A1, II
Low Temperature	502.1	1	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I-C3, II/C1	502.5	1, 11
Temperature Shock	503.1	•	503.2	I/A1/C3	503.3	I/A1/C3	503.4	1	503.5	I-C
Solar Radiation	505.1	П	505.2	I.	505.3	1	505.4	1	505.5	I-A1
Rain	506.1	1,11	506.2	1, 11	506.3	1,11	506.4	1, 111	506.5	1, 111
Humidity	507.1	11	507.2	11	507.3	11	507.4	•	507.5	11
Salt fog	509.1		509.2		509.3		509.4		509.5	
Dust	510.1	t	510.2	l l	510.3	1.	510.4	I	510.5	1
Vibration	514.2	VIII/F, Curve-W	514.3	1/10, 11/3	514.4	1/10, 11/3	514.5	1/24	514.6	I-cat 24, II/5
Shock	516.2	1, 11	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.6	I, IV, VI



PRODUCT SPEC SHEET

MOTOTRBO™ XPR 3000 SERIES PORTABLE RADIOS

	VHF	UHF
Frequencies	136-174 MHz	403-512 MHz
Channel Spacing	12.5 kHz	/ 25 kHz*
Frequency Stability	± 0.5	ppm
Analog Sensitivity (12dB SINAD) Typical	0.3 0.22uV	luV (typical)
Digital Sensitivity	5% BER @ 0.25u	V (0.19uV typical)
Intermodulation (TIA603D)	70	dB
Adjacent Channel Selectivity (TIA603A)-1T	60dB @ 12.5 kHz	/ 70dB @ 25 kHz*
Adjacent Channel Selectivity (TIA603D)-2T	45dB @ 12.5 kHz	/ 70dB @ 25 kHz*
Spurious Rejection (TIA603D)	70	dB
Rated Audio	0.5	W
Audio Distortion @ Rated Audio	5° 3% (ty	100
Hum and Noise	'-40dB @ 12.5 kHz	/-45dB @ 25 kHz ¹
Audio Response	TIA6	03D
Conducted Spurious Emission (TIA603D)	-57 (dBm

Operating Temperature	'-30° C / +60° C
Storage Temperature	'-40° C / +85° C
Thermal Shock	Per MIL-STD
Humidity	Per MIL-STD
ESD	IEC 61000-4-2 Level 3
Dust and Water Intrusion	IEC60529 - IP55
Packaging test	MIL-STD 810D and E

Testing sample aed using portable rodes with uttached battery and uniterna

	VHF	UHF		
Frequencies	136-174 MHz	403-512 MHz		
Channel Spacing	12.5 kHz / 2	25 kHz*		
Frequency Stability	± 0.5 p	pm		
Low Power Output	1W	1W		
High Power Output	5W	4W		
Made laster Utartita	± 2.5 kHz @	12.5 kHz		
Modulation Limiting	± 5.0 kHz @ 25 kHz*			
FM Hum and Noise	'-40 dB@ 12.5 kHz			
rivi num and ivoise	'-45 dB@ 20/25 kHz*			
Conducted/Radiated Emission	'-36 dBm < 1 GHz			
Conducted/ natifaced Emission	'-30 dBm > 1 GHz			
Adjacent Channel Power	60 dB @ 12.5 kHz			
Aujacent Ghanner Fower	70 dB @ 25 kHz*			
Audio Response	TIA60:	3D		
Audio Distortion	3%			
	12.5 kHz Data: 7K60F1D & 7K60FXD			
4FSK Digital Modulation	12.5 kHz Voice: 7K60F1E & 7K60FXE			
ananwakan Penerakan kanan menangan P	Combination of 12.5 kHz Voice and Data: 7K60F1W			
Digital Vocoder Type	AMBE+	2™		
Digital Protocol	'-ETSI TS 102 3	361 -1,-2,-3		

 25 kHz is NOT available in the USA_FCC harrowhondin rules do not allow operation at this model on 25 kHz configuration in Part 90 VHF/UHF frequencies.

Please contact your Moternia vales representative for hattery mintime expectations based on your specific radio configuration.

Specifications subject to change without notice. All specifications shown are typical

Radio meets applicable regulator requirementos. Version 1 08/11

For more information on how to reach it all with digital, visit motorolasolutions.com/mototrbo

Communications Service Company d/b/a Radio One

7041 Grand National Drive Orlando, FL 32819 4073529242 4072488654 Greg Parker, RSM

www.radio1inc.com





Motorola Solutions, Inc. 1301 East Algonquin Road, Schaumburg, Illinois 60196, U.S.A. 800-367-2346 motorolasolutions.com

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FACT SHEET
MOTOTRBO XPR 7000 SERIES ACCESSORIES





MAKE YOUR WORKPLACE SIMPLER AND SMARTER

MOTOTRBO™ XPR™ 7000 SERIES ACCESSORIES

From the supervisor in the plant to the receptionist at a hotel, MOTOTRBO digital solutions can transform your enterprise and make employee interactions smarter and safer. Our XPR 7000 Series radios have expanded capabilities, like full color displays and powerful data features, to empower people like never before.

That's why it's critical to choose the only accessories certified to perform with MOTOTRBO radios. The XPR 7000 Series accessories help remaster your workplace — with forward-thinking features like integrated Bluetooth® and Intelligent Audio — so you can achieve greater efficiency.



FACT SHEET

MOTOTRBO XPR 7000 SERIES ACCESSORIES

GET EXCEPTIONAL AUDIO EVERYWHERE

Our exclusive IMPRES Smart Audio accessories communicate with the radio to suppress ambient noise, improve voice intelligibility and amplify loudness — even in high-noise and harsh weather. Automatic Gain Control (AGC) adds another layer of exceptional audio. It detects changes in voice levels from the individual talking, then increases or decreases microphone gain so the listener hears you clearly regardless of how loudly or quietly you are talking into your accessory.

TAKE INTELLIGENT AUDIO FURTHER WITH IMPRES

Our XPR 7000 Series radios offer a smart feature in digital mode —Intelligent Audio. With Intelligent Audio, the radio volume automatically adjusts to compensate for background noise so workers don't have to adjust their radio volume to avoid missing a call in loud situations or disturbing others when they move into quiet places. Increased background noise suppression filters out unwanted external clamor — from road traffic to the roar of engines. Your workforce can also enjoy the benefits of Intelligent Audio with select audio accessories.

Plug in an IMPRES accessory and it instantly sets the volume level and enhances the Intelligent Audio capabilities on the radio. With IMPRES, your radio not only recognizes the accessory and loads the correct profile to optimize audio performance, but combined with Intelligent Audio it intuitively adjusts volume to compensate for background noise.

ENHANCE MOBILITY WITH INTEGRATED BLUETOOTH

Improve the mobility of your crews without wires getting tangled. We've embedded Bluetooth in to your XPR 7000 Series radio so no adapter is needed. Indoors at the plant or outdoors at the gate, our exclusive Operations Critical Wireless earpiece handles loud environments while an optional wireless push-to-talk (PTT) seamlessly links to any earpiece. Just put the PTT in a pocket or on a lapel and connect instantly.

EVEN OUR BATTERIES ARE SMARTER

Shift workers rely on batteries that outlast their shifts and our time-tested, "Proven Tough" IMPRES Smart Energy System stands up to the challenge. It automates battery maintenance and eliminates overcharging, no matter how long radios are left in the charger. Our XPR 7000 Series IMPRES batteries store critical data, letting you know when they need to be replaced. These batteries also feature a unique, textured surface that makes it easier to grip the radio, even when wearing gloves.

Save energy and money by using the same charger to power up all your MOTOTRBO portable radios. Simply mix and match radios and batteries in one MOTOTRBO multi-unit charger.

ONE ANTENNA HANDLES THE BAND

The XPR 7000 Series radios have a wideband UHF whip antenna that provides coverage across the entire band (403-512 MHz). Choose stubby antennas when you want an unobtrusive option. These stubby antennas offer even better performance than previous MOTOTRBO stubby antennas.



FACT SHEET

RLN6075

PMLN4620²

RLN6281

RLN6282

MOTOTRBO XPR 7000 SERIES ACCESSORIES

ACCESSORIES COMPATIBLE WITH MOTOTRBO XPR 7550 AND XPR 7350 PORTABLE RADIOS

REMOTE SPEAKER MICROPHONES

PMMN40241+2	Windporting Remote Speaker Microphone with 3.5mm
	audio izok (IDEA)

PMMN4025¹⁻² IMPRES Windporting Remote Speaker Microphone with 3.5mm audio jack and emergency button (IP54)

PMMN4040^{1/2} Windporting Remote Speaker Microphone, submersible (IP57)

PMMN40462 IMPRES Windporting Remote Speaker Microphone with volume control, emergency and programmable button

volume control, emergency and programmable button, submersible (IP57)

PMMN40502 IMPRES Noise Cancelling Remote Speaker Microphone with 3.5mm audio jack (IP54)

RLN6074 Replacement Coil Cord Kit for PMMN4024 and PMMN4040

Replacement Coil Cord Kit for PMMN4025, PMMN4050 and PMMN4046

REMOTE SPEAKER MICROPHONE ACCESSORIES

AARLN48852	Receive-Only Covered Earbud with coiled cord
RLN4941 ²	Receive-Only Earpiece with translucent tube
WADN4190 ²	Receive-Only Flexible Earpiece

Receive-Only D-shell Earpiece

SURVEILLANCE ACCESSORIES

1		Market Market Control of the Control
	RLN5878 / RLN5879 ²	Receive-Only Surveillance Kit (black/beige)
	RLN5880 / RLN5881142	IMPRES 2-wire Surveillance Kit (black/beige)
	RLN5882 / RLN5883 ¹ ²	IMPRES 2-wire Surveillance Kit with translucent tube (black/beige)
	PMLN5111 / PMLN51121-2	IMPRES 3-wire Surveillance Kit with translucent tube (black/beige)
	PMLN5097 / PMLN51061-2	IMPRES 3-wire Surveillance Kit (black/beige)
	RLN5886	Low Noise Kit for Surveillance Kits
	RLN5887	High Noise Kit for Surveillance Kits
	RLN4760 / RLN4763	Small Clear, Comfortable Earpiece (right/left ear)
	RLN4761 / RLN4764	Medium Clear, Comfortable Earpiece (right/left ear)
	RLN4762 / RLN4765	Large Clear, Comfortable Earpiece (right/left ear)

Replacement foam plug for RLN5887, noise reduction = 24dB, pack of 25

Replacement clear rubber eartips, pack of 50

RY A		

PMLN5838	Hard Leather Case with 3" Fixed Belt Loop - full keypad
PMLN5839	Hard Leather Case with 3" Fixed Belt Loop - no display
PMLN5840	Hard Leather Case with 3" Swivel Belt Loop - full keypad
PMLN5846	Hard Leather Case with 3" Swivel Belt Loop - no display
PMLN5842	Hard Leather Case with 2.5" Swivel Belt Loop - full keypad
PMLN5843	Hard Leather Case with 2.5" Swivel Belt Loop - no display
PMLN5844	Nylon Case with 3" Fixed Belt Loop - full keypad
PMLN5845	Nylon Case with 3" Fixed Belt Loop - no display
PMLN5610	Replacement 2.5" Swivel Belt Loop
PMLN5611	Replacement 3" Swivel Belt Loop
PMLN7008	2.5" Belt Clip
PMLN4651	2" Belt Clip
NTN5243	Adjustable Nylon Carrying Strap
HLN6602	Universal Chest Pack
RLN4570	Break-a-way Chest Pack
1505596Z02	Chest Pack Replacement Strap
RLN4815	Radio Pack Radio Utility Case
4280384F89	Radio Pack Extension Belt
HLN9985	Waterproof Bag
RLN4295	Epaulet Strap
4200865599	1.75" Wide Leather Belt
15012157001	Accessory Connector Dust Cover



NNTN8294



PMLN5111



PMMN4046A

BLUETOOTH WIRELESS ACCESSORIES

١	BLULTUUI	III WINELESS ACCESSONIES
	89409N1	HK200 Bluetooth Earpiece
	NNTN81251-2	Operations Critical Wireless Earpiece with 12" cable
	NNTN81261-2	Operations Critical Wireless Earpiece with 9.5" cable
	NNTN82941/3	Operations Critical Wireless Earbud with 11.4" cable
	NNTN8295113	Operations Critical Wireless Earbud with 45.7" cable
	NNTN8127 ²	Wireless Push-to-Talk Pod
	NTN2572	Replacement Wireless Earpiece, 12" cable
	NTN2575	Replacement Wireless Earpiece, 9.5" cable
	NNTN8299	Replacement Eartips for Operations Critical Wireless Earbuds



PMLN5838

These audio arcessories have been optimized to work with the Intelligent Audio leasure

Introducally Saf

Must also be ordered with NNTN8127 wireless push-to-trilk per



FACT SHEET

MOTOTRBO XPR 7000 SERIES ACCESSORIES

PMLN50961-2 D-style Earset with inline push-to-talk

HEADSET:	HEADSETS			
PMLN5102112	Ultra-lite Headset, behind-the-head, adjustable with inline push-to-talk			
RMN5058 ^{1/2}	Lightweight Headset, over-the-head single-muff with inline push-to-talk			
PMLN52751-2	Heavy Duty Headset with boom microphone, noise reduction = 24dB			
PMLN5101 ^{1/2}	IMPRES Temple Transducer with boom microphone and inline push-to-talk			

ANTENNA	.S
PMAE40792	UHF/GPS Combination Whip Antenna (403-512 MHz)
PMAE40692	UHF/GPS Stubby Antenna (403-450 MHz)
PMAE4070 ²	UHF/GPS Stubby Antenna(440-490 MHz)
PMAE40712	UHF/GPS Stubby Antenna (470-527 MHz)
PMAD41172	VHF/GPS Helical Antenna (136-155 MHz)
PMAD4116 ²	VHF/GPS Helical Antenna (144-165 MHz)
PMAD41182	VHF/GPS Helical Antenna (152-174 MHz)
PMAD4119 ²	VHF/GPS Stubby Antenna (136-148 MHz)
PMAD4120 ²	VHF/GPS Stubby Antenna (146-160 MHz)
ANTENNA I	D BANDS
32012144001	Gray Antenna ID Band (pack of 10)
32012144002	Yellow Antenna ID Band (pack of 10)
32012144003	Green Antenna ID Band (pack of 10)
32012144004	Blue Antenna ID Band (pack of 10)
32012144005	Purple Antenna ID Band (pack of 10)

BATTERIES AND CHARGERS IMPRES BATTERIES PMNN4407 IMPRES Li-Ion 1500 mAh submersible battery PMNN4409 IMPRES Li-Ion 2150 mAh high capacity submersible battery NNTN81292 IMPRES Li-ion 2300 mAh high capacity submersible battery, intrinsically Safe IMPRES CHARGERS WPLN4232 IMPRES Single Unit Charger, 120 volt

IMPRES Multi Unit Charger, 120 volt

WPLN4212

WPLN4219	IMPRES Multi Unit Charger with displays, 120 volt
CHARGER S	SOFTWARE AND ACCESSORIES
NNTN7676	IMPRES Battery Fleet Management Software
NNTN7677	Multi-Unit Charger Interface Unit for IMPRES Battery Fleet Management
NNTN8045	Single-Unit Charger Interface Unit for IMPRES Battery Fleet Management
HKVN4036	IMPRES Battery Fleet Management License Key
NNTN7392	IMPRES Battery Reader
NLN7967	Wall Mount Bracket for multi-unit charger
RLN5382	Display Module for IMPRES multi-unit charger



PMLN5101



PMNN4407



Antenna ID Bands

PROGRAMMING AND TEST CABLES

PMKN4012B4	Portable Programming Cable
PMKN4013	Programming, Test and Alignment Cable
PMKN4040	Portable Telemety Cable
PMKN4071	Portable to RS232 DB25M connector cable

- These audio accessories have been optimized to work with the Intelligent Audio feature
- Intrinsiculty Satis
- Must also be ordered with NNTN8127 wireless rush-re-talk pnd
- Must use the B-version of the PMKN4012 programming cable for programming XPR 7000 Series partiables (also compatible with XPR 6000 Series portables)

MOTO**TRBO** DIGITAL REMASTERED.

Motorola Solutions, Inc. 1301 East Algonquin Road, Schaumburg, Illinois 60196, U.S.A. 800-367-2346 motorolasolutions.com

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Communications Service Company d/b/a Radio One

7041 Grand National Drive Orlando, FL 32819 4073529242 4072488654 Greg Parker, RSM Healthcare

www.radio1inc.com





Indoor MotoTRBO 8400 Battery Reserve System

Ventev's Power Solutions are engineered to enable the extension of MotoTRBO wireless networks. These power systems ensure the MotoTRBO 8400 Series Repeater continue to seamlessly transmit/receive critical information even when AC power has failed. The systems are plug-and-play, designed with MotoTRBO 8400 compatible charging systems and are pre-wired for fast and clean installation.

System Highlights

- Designed specifically to support MotoTRBO XPR8400 repeaters
- 8–48 Hours of dependable back-up power
- · Robust charging system provides fast full recharge
- Hot Swap redundant design
- Fully assembled and pre-wired design cuts install time to a fraction*
- Scalable system can support up to 5 repeaters in one location
- Telco grade batteries mean years of dependable service

MotoTRBO XPR8400 DC Back-Up System includes:

- Heavy duty racking and shelves
- · Positive and negative bus bars
- Pre-wired, pre-lugged SuperFlex battery cables
- Custom charging system—guaranteed to work with imbedded Motorola power supply inside repeater
- Integrated, fused 5 position distribution—plug and play repeater connection for up to 5 repeaters
- Circuit breaker protected batter string(s) to safely hot swap batteries
- Integrated low voltage disconnect to prevent over discharge
- TELCO grade Front terminal 100Ah batteries

	Desired	Hours of B	ack-Up Tin	ne
Number of Repeaters	8	12	24	48
1	A	А	В	С
2	А	В	. с	Х
3	В	В	С	X
4	В	С	X	Х
5	В	С	X	Х

	Desired Hours of Back-Up Time					
Number of Repeaters	8	12	24	48		
1	A	Α	В	С		
2	В	В	С	X		
3	В	С	X	Х		
4	C	С	X	Х		
5	С	Х	X	X		

System Code	System Capacity	Ventev Model Number	TESSCO SKU
A	12V 200Ah	RP12S-2-1948-M T8400	578888
В	12V 400Ah	RP12S-4-1948-M T8400	526112
С	12V 800Ah	RP12S-8-1948-M T8400	578887



For customized solutions, contact a TESSCO sales rep.

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Faila Sershon			
Provinsure	PHONE (A/C, No, Ext): (407)370-0776 FAX (A/C, No): (407)370-0931			
9700 International Dr	E-MAIL ADDRESS: fsershon@provinsure.com			
	INSURER(S) AFFORDING COVERAGE	NAIC #		
Orlando FL 32819	INSURER A: Hartford Casualty Ins Company	29424		
INSURED	INSURER B: Sentinel Insurance Co, Limited	11000		
Communications Service Co of Daytona, Inc d/b/a	INSURER C:Twin City Fire Ins Company	29459		
RADIO ONE-Communications Svs Co/Radio One Inc	INSURER D:			
7041 Grand National Dr, #116	INSURER E:			
Orlando FL 32819	INSURER F:			

COVERAGES CERTIFICATE NUMBER:14/15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		ADDL S			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED
	X COMMERCIAL GENERAL LIABILITY				7/2/2014	7/2/2015	PREMISES (Ea occurrence) \$ 300,000
A	CLAIMS-MADE X OCCUR			21UUNJT4578	7/2/2014	7/2/2015	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	X POLICY PRO- JECT LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
В	X ANY AUTO						BODILY INJURY (Per person) \$
-	ALL OWNED SCHEDULED AUTOS AUTOS			21UUNJT4578	7/2/2014	7/2/2015	BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$ 2,000,000
A	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED X RETENTION\$ 10,000			21RHUJT4675	7/2/2014	7/2/2015	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)		tory in NH) 21WEZQ9894 [7/2/2014]7/2/2019		7/2/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: Bid #3990DB for Two Way Motorola Radio System District Wide Upgrade

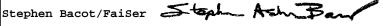
--See Next Page-

CERTIFICATE HOLDER CANCELLATION

The School Board of Lake County, Florida and its members, officers and employees 201 West Burleigh Boulevard Tavares, FL 32778

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Wellington Council Meeting June 13, 2017 COMMENTS/REMARKS

General Liability:

Certificate Holder is an Additional Insured when required by written contract or agreement including products/completed operations if the contract requires it per Form #HG0001-06/05.

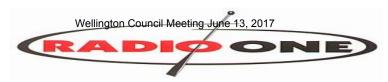
Workers Compensation:

Waiver of our right to recover from other parties is granted to certificate holder if required by written contract or agreement per form WC99 03/03.

Auto

Certificate Holder is included as an Additional insured when required by written contract or agreement as per Broad Form # HA9916 09/10

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Professional and Commercial Radio Elite Specialist Service Specialist

The Village of Wellington

Motorola NEW SLR5700 CapacityPlus UHF Digital Radio System

BUDGETARY ESTIMATE

Customer: The Village of Wellington

14001 Pierson Road Wellington, FL 33414

Wellington, FL 33414

Attn: Jesse Wright

Office: (561) 791-4078 Fax: (561) 791-4045

Email: jwright@wellingtonfl.gov

Ship to: Same

Attn: Same

Rep # 640 Date: 6/2/2017

Acct.Rep: Brennan Wartmann

Good Thru: 6/29/2017

Delivery: 30 Days

Pricing per Lake County School Board Contract

US Federal Authorized

#3990DB

\$2,995.00

\$6,000.00

\$1,100.00

\$1,750.00

\$1,750.00

\$1,750.00

\$3,500.00

\$2,000.00

\$115.00

15% DSC

\$120.00 15% DSC

\$2,545.75

\$5,100.00

\$935.00

\$1,487.50

\$1,487,50

\$1,487.50

\$2,975.00

\$1,700.00

Quantity	Model #	Description		DSC	Unit/DSC	Total
3	AAR10QCGANQ1AN	Motorola SLR 5700 Base Radio	\$3,200.00	30% DSC	\$2,240.00	\$6,720.00
3	HKLN4427*	Capacity Plus Repeater License	\$1,667.00	38% DSC	\$1,033.54	\$3,100.62
1	DSJ9782	HP Procurve 2530 24 Ethernet Switch	\$650.00	15% DSC	\$552.50	\$552.50
3	HKVN4177*	Restricted Access to System Security	\$250.00	15% DSC	\$212.50	\$637.50
1	HKVN4055**	Enhanced Scheduled GPS License	\$750.00	15% DSC	\$637.50	\$637.50
3	HKVN4205*	SLR 5700 DATA NETWRK INTRFACE SVC	\$750.00	15% DSC	\$637.50	\$1,912.50
3	HKVN4206*	SLR 5700 VOICE NETWRK INTRFACE SVC	\$250.00	15% DSC	\$212.50	\$637.50
195	AAH56RDN9RA1_N	MOTOROLA XPR™ 7550e 4 Watt UHF Digital "ENABLED" Portable	\$1,290.67	40%DSC	\$774.40	\$151,008.39
195	STDBAT0871	Standard Battery HiCap IMPRES Li Ion IP68 3000mAh, Submersible	Inclu	ıded		
195	STDCHG0871	Standard Charger IMPRES Single Unit Charger	Inclu	ıded		
150	H951	Omit Standard Charger	-\$20	0.00		(\$3,000.00)
195	QA02304	UHF Slim Whip Antenna 403 527 MHz	Inclu	ıded		
195	STDRSA0871	Standard 2 Year Warranty + 1 Year Service from the Start LITE	Inclu	Included		
195	HKVN4413	MOTOTRBO License Capacity Plus (Single Site)	Inclu	Included		
195	HKVN4381	MOTOTRBO LicenseWi Fi	Inclu	ıded		
195	HKVN4249	Bluetooth Voice, Programming, Data and Discoverable Mode	Included			
195	HKVN4373	Single Input Noise Cancellation Upgrade (SINC+)	\$3.50	15% DSC	\$2.98	\$580.13
25	WPLN4219	IMPRES Multi Unit Charger with Displays XPR7550e	\$650.00	15% DSC	\$552.50	\$13,812.50
80	AAH81TCN9TA2AN	MOTOROLA SL 7550e 3 Watt 450 512 MHz UHF Digital "ENABLED" Portable	\$1,290.67	30%DSC	\$903.47	\$72,277.52
	STDBAT0682	Standard Battery BT100x 2300T mAh Li Ion Battery	Inclu	Included		
	STDCHG0682	Standard Charger Micro USB Charger, Non Vehicular	Included			
3	QA02813	ADD: SL Series Tri Unit Desktop Charger (PMLN6701)	\$71.00	15% DSC	\$60.35	\$181.05
	STDBLT0682	Standard Carry Holder Carry Holder	Included			
	STDWAR0682	Standard 2 Year Warranty + 1 Year Service from the Start LITE	Included			
	HKVN4413	MOTOTRBO License Capacity Plus (Single Site)	Inclu	Included		
	HKVN4381	MOTOTRBO LicenseWi Fi	Inclu	ıded		_
10	PMLN6687	Standard Multi Unit Charger SL7550e	\$235.00	15% DSC	\$199.75	\$1,997.50
				_		

MOTOROLA SL 7550e Model Radios are NOT GPS Capable

SmartPTT PLUS Core software package consists of the following elements: Core functions: Voice Dispatch, Fleet Administration, Event Logging, Alarm & Lone Worker, Man Down, Text

licence and 10 Radios Licences. 1 free year software updates.

SMARTPTT PLUS OPTIONAL MODULES

The Annual SW Updates and Support license entitles the customer to unlimited SmartPTT PLUS SW updates (all new releases and maintenance releases;) SmartPTT PLUS license updates and restores; and SmartPTT PLUS technical phone support.

Messages and Email, Job Ticketing and Telemetry. 1 Radio Server licence,

Additional Dispatcher adds support for one additional Dispatcher Client

Voice Recording module provides advanced voice recording capabilities

Location Positioning module expands location based functionalities including GPS

Provides a graphical representation of the network coverage area based on RSSI level

Provides advanced analytics on performance and utilization of the MOTOTRBO system

Cancelled orders subject to a 20% restocking fee.

Estimate to Modify Existing FCC License to Digital.

SmartPTT PLUS Core software package

SMARTPTT PLUS CAP+ CONNECTIVITY

Annual Software Maintenance - Cap+

Desktop Microphone

SMARTPTT PLUS RADIO LICENCES 101-300

Authorized Motorola Certified Service Center Installation

System Staging, Site installation and Subscriber Programming

EQUIPMENT TOTAL \$261,926.21
TRANSPORTATION Included
Sales Tax Exempt
707AL \$261,926.21

\$850.00

\$2,495.00

\$2,545.75

\$5,100.00

\$25,903.75

\$935.00

\$1,487.50

\$1,487,50

\$1,487.50

\$2,975.00

\$3,400.00

\$204.00

\$7,500.00

EMPOWER CIRCLE

© MOTOROLA SOLUTIONS

FCC Work

R1 Installation

SmartPTT Core

Cap+ Connectivity

ADD Subscribers

ADD Dispatcher License

ADD Voice Recording

ADD GPS Location

ADD Coverage Monitoring

ADD System Monitoring

ADD Annual Maintenance

DSSKtop Mic

R1 Installation

265

1

1

2

The Motorola Solutions Empower Circle Award recognizes Radio One as one of the top 50 Motorola Solutions partners worldwide.

Authorized Motorola Certified Service Center Installation and Optimization

RADIO ONE brennanw@radio1inc.com 1700 North Dixie Hwy., Suite 125 Boca Raton, FL 33432 Cell: 561-951-7140 Office: 561-245-2195

Village of Wellington



Legislation Text

File #: 17-1229, Version: 2

ITEM: RATIFICATION OF EXPENDITURES FOR PUMP REPAIRS AND RECONDITIONING

REQUEST: Ratification of expenditures for pump repairs and reconditioning, with FPI Pumps, Inc., in the amount of \$28,838.

EXPLANATION: On February 15, 2017, the Public Works department requested a purchase order in the amount of \$24,798, to remove and rebuild two of the three pumps at Pump Station 2. The initial scope of work included, installation of new seals, rebuilding thrust bearings, balancing the impeller, sand blasting, painting with epoxy coating and reinstalling the pumps. Once the pumps were taken apart, it was discovered that additional repairs were required. The additional work included installing a schedule 80 steel shaft enclosure tube, with the shaft bearings, and the diffuser bearing, totaling an additional \$4,040, for a new project grand total of \$28,838.

Pursuant to the Village's Purchasing Manual, the Public Works department solicited multiple quotes from various vendors for the initial work of the project, at a cost of \$24,798. However, due to unforeseen conditions, additional repairs in the amount of \$4,040 were required. The total expenditures for the project now exceeds \$25,000, and requires Council approval. In an effort not to delay the project, the additional \$4,040 in repairs were performed.

Staff is now seeking ratification of expenditures for pump repairs and reconditioning at Pump Station 2, with FPI Pumps, Inc., in the amount of \$28,838, which includes the initial \$24,798 plus the additional \$4,040, in unforeseen conditions.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO QUASI-JUDICIAL:

FIRST READING: SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the Surface Water Operating Budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Ratification of expenditures for pump repairs and reconditioning at Pump Station 2, with FPI Pumps, Inc., in the amount of \$28,838.

FPI Pumps, Inc. 814 NW 3rd STREET

POMPANO BEACH, FL 33060 USA

PHONE: (954) 946-3066 FAX: (954) 946-3111

EMAIL: sales@fpipumps.com



DATE: 5-10-17

QUOTATION NO: 16-3102R

Quotation validity unless otherwise noted expires 30 days from date

shown.

QUOTATION With ADDER

PROJECT: Wellington Pump Station #2

TERMS: Net 30 Days

Terry Narrow -Operations Supervisor
Village of Wellington, 14001 Pierson Road
Wellington, FL. 33414

SHIP TO: Pump Station #2 6090 140th Ave

DELIVERY: Approximately 30 days

TERMS: Net 30 Days

FOB: Wellington Jobsite

QUOTED BY:B. Miller

Wellington PO # 170509 2/22/2017

ITEM	QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
A	2	 Furnish field and shop labor to perform the following services: South Pump AK1598 48", North Pump #2992 54". Both pumps OAL 304". Remove and re-install pump, including on-site crane and transportation. Disassemble and inspect pump. Rebuild thrust bearing housing with new bearings and seals. Balance Impeller Replace lower lineshaft tube seals. Sandblast and paint with epoxy coating. Reassemble pumps and provide new lubricant and stainless steel hardware. 	\$12,399.00	\$24,798.00
		ADDITIONAL WORK: AK1598 48" Schedule 80 steel shaft enclosing tube with the shaft bearings and the diffuser bearing. ADDITIONAL PRICE \$ 4,040.00 Work will not be performed without customer approval.	\$4,040.00	\$4,040.00
		Bill Miller 954-682-2062	New Total	\$ 28,838.00

Village of Wellington



Legislation Text

File #: 17-1260, Version: 1

ITEM: AUTHORIZATION TO NEGOTIATE ANNUAL CONTRACTS FOR: 1) CIVIL ENGINEERING; 2) TRAFFIC ENGINEERING; 3) WASTEWATER PROCESS AND RECLAIMED WATER ENGINEERING; 4) ELECTRICAL, INSTRUMENTAL, AND CONTROL ENGINEERING; AND 5) HYDROGEOLOGICAL ENGINEERING, AND RELATED CONSULTING SERVICES

REQUEST: Authorization to negotiate contracts with multiple firms for: 1) Civil Engineering; 2) Traffic Engineering; 3) Wastewater Process and Reclaimed Water Engineering; 4) Electrical, Instrumental, and Control Engineering; and 5) Hydrogeological Engineering, and related consulting services.

EXPLANATION: On January 29, 2017, pursuant to the Consultant's Competitive Negotiation Act (CCNA), the Village released RFQ# 004-17/DZ, seeking qualifications from firms interested in providing engineering services to the Village. The selection committee independently evaluated, scored and ranked proposals from ten (10) civil engineering firms, four (4) traffic engineering firms, four (4) wastewater process and reclaimed water engineering firms, three (3) electrical engineering firms, and one (1) hydrogeological engineering firm. On April 17, 2017, the selection committee short listed the following firms to provide presentations and conduct interviews:

Civil Engineering:

- 1. Engenuity Group, Inc.
- 2. Simmons and White, Inc.
- 3. Chen Moore Associates

Traffic Engineering:

- 1. Pinder Troutman Consulting, Inc.
- 2. Simmons and White, Inc.
- 3. R.J. Behar & Company, Inc.

Wastewater Process and reclaimed Water Engineering:

- 1. Hazen & Sawyer, P.C.
- 2. Holtz Consulting, Engineers, Inc.
- 3. Craig A. Smith & Associates

Electrical, Instrumentation, and Control Engineering:

- 1. Hillers Electrical Engineering
- 2. TEAMWORKnet, Inc.
- 3. LIMCO Engineering, Inc.

On May 24, 2017, the selection committee heard presentations and conducted interviews from team members from each of the short listed firms and independently scored and ranked each firm. Based on the results of the scoring, the selection committee recommends entering into contract negotiations by establishing rate schedules with the following firms:

File #: 17-1260, Version: 1

Civil Engineering

Firm Name	Local Preference
1. Engenuity Group, Inc	Palm Beach County
2. Simmons and White, Inc.	Palm Beach County
3. Chen Moore & Associates	Not Local

Traffic Engineering

Firm NameLocal Preference	
Pinder Troutman Consulting, Inc.	Palm Beach County
2. Simmons and White, Inc.	Palm Beach County

Wastewater Process and Reclaimed Water Engineering

Firm NameLocal Preference	
1. Hazen Sawyer, P.C.	Not Local

Electrical, Instrumentation, and Control Engineering

Firm NameLocal Preference	
1. Hillers Electrical Engineering, Inc.	Palm Beach County

Hydrogeological Engineering

Firm NameLocal Preference	
1. JLA Geosicences	Palm Beach County

The term for any negotiated contract is three (3) years with the option to renew for two (2) additional one (1) year terms. All professional consulting work will be on an as need basis and will be assigned by executing a work authorization with an awarded firm. Execution of professional consulting agreements only establishes the terms, conditions, and hourly rates for the service.

Staff is seeking authorization to negotiate contracts with multiple firms for: 1) Civil Engineering; 2) Traffic Engineering; 3) Wastewater Process and Reclaimed Water Engineering; 4) Electrical Instrumental, and Control Engineering; and 5) Hydrogeological Engineering, and related consulting services.

Contracts that are successfully negotiated will be presented to the Village Council for award and execution at an upcoming Council meeting.

All related bid documents may be found by visiting our website at:

http://wellingtonfl.gov/Home/Components/RFP/RFP/281/203

File #: 17-1260, Version: 1

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO QUASI-JUDICIAL:

FIRST READING: SECOND READING:

LEGAL SUFFICIENCY:

FISCAL IMPACT: No fiscal impact until a contract is successfully negotiated and a work authorization

is executed.

WELLINGTON FUNDAMENTAL: N/A

RECOMMENDATION: Authorization to negotiate contracts with multiple firms for: 1) Civil Engineering; 2) Traffic Engineering; 3) Wastewater Process and Reclaimed Water Engineering; 4) Electrical Instrumental, and Control Engineering; and 5) Hydrogeological Engineering, and related consulting services.

RFQ No. 004-17/DZ

Title: Professional Consulting Services on Continuing Contract Basis

Notice Date: May 26, 2017

NOTICE OF INTENT TO NEGOTIATE/AWARD

Notice is provided as follows:

REQUEST FOR QUALIFIACATIONS #004-17/DZ - PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS

1. On May 24, 2017, the selection committee for the above referenced solicitation, heard presentations and conducted interviews with the three short listed firms for each discipline. Subsequently, the committee scored and ranked each proposer. Based on the results of the scoring the committee is recommending negotiations with the with the following firms:

Civil Engineering

Chen Moore Associates Engenuity Group Inc Simons & White, Inc.

Traffic Engineering

Pinder Troutman Consulting, Inc. Simons & White, Inc

Wastewater Process and Reclaimed Water Engineering

Hazen & Sawyer P.C.

Electrical, Instrumentation and Control Engineering

Hillers Electrical Engineering, Inc

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

		Ability, knowledge	Approach to the						
		of design criteria	RFP,						
		and past	understanding						
		performance of firm	of the projects						
		and the designated	and quality of	Minority					
		project team to	the	Enterprise as					
		satisfy the	presentation/w	certified by the			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Shannon LaRoque									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	

21

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	PROPOSERS	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the	RFP, understanding of the projects and quality of the presentation/w	Minority Enterprise as certified by the	Interview Total	Total	Local Preference	Grand Total	Rank
Robert Basehart			·						
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Chen Moore Associates	15	22	5	42	42	0	42	3
2	Engenuity Group Inc	17	21	5	43	43	1.5	44.5	1
3	Simons & White, Inc.	19	24	0	43	43	1.5	44.5	1

	PROPOSERS	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the	RFP, understanding of the projects and quality of the presentation/w	Minority Enterprise as certified by the	Interview Total	Total	Local Preference	Grand Total	Rank
Patrick Barthelemy									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Chen Moore Associates	17	21	5	43	43	0	43	3
2	Engenuity Group Inc	18	22	5	45	45	1.5	46.5	1
3	Simons & White, Inc.	20	23	0	43	43	1.5	44.5	2

		Ability, knowledge	Approach to the						
		of design criteria	RFP,						
		and past	understanding						
		performance of firm	of the projects						
		and the designated	and quality of	Minority					
		project team to	the	Enterprise as					
		satisfy the	presentation/w	certified by the			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Tanya Quickel									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Chen Moore Associates	20	25	5	50	50	0	50	2
2	Engenuity Group Inc	20	25	5	50	50	1.5	51.5	1
2	Simons & White, Inc.	20	25	0	45	45	1.5	46.5	3

		Ability, knowledge	Approach to the						
		of design criteria	RFP,						
		and past	understanding						
		performance of firm	of the projects						
		and the designated	and quality of	Minority					
		project team to	the	Enterprise as					
		satisfy the	presentation/w	certified by the			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Tom Lundeen									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Chen Moore Associates	20	25	5	50	50	0	50	2
2	Engenuity Group Inc	20	25	5	50	50	1.5	51.5	1
3	Simons & White, Inc.	20	25	0	45	45	1.5	46.5	3

	Proposers	FINAL ORDINAL	Final
#		POINTS	Rank
1	Chen Moore Associates	13	3
2	Engenuity Group Inc	5	1
3	Simons & White, Inc.	11	2

Chen Moore Associates

Engenuity Group Inc
Simons & White, Inc.

44

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Wellington Council Meeting June 13, 2017

REG # 004-17/07 - Professional Consulting Services on Continuing Contract Basis - Traffic Engineering

RFQ # 004-17/DZ - Professi	ional Consulting Services on Continuing Contract	Basis - Traffic Engineerin	ng						
		Ability, knowledge	Approach to the						
		of design criteria and	RFP,						1
		past performance of	understanding						1
		firm and the	of the projects						1
		designated project	and quality of	Minority					1
		team to satisfy the	the	Enterprise as					1
		requirements of the	presentation/w	certified by the			Local		1
	PROPOSERS	RFP	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Shannon LaRoque									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Pinder Troutman Consulting, Inc	20	25	5	50	50	1.5	51.5	1
2	R.J. Behar & Company, Inc	18	25	5	48	48	0	48	2

		Ability, knowledge	Approach to the						
		of design criteria and	RFP,						
		past performance of	understanding						
		firm and the	of the projects						
		designated project	and quality of	Minority					
		team to satisfy the	the	Enterprise as					
		requirements of the	presentation/w	certified by the			Local		
	PROPOSERS	RFP	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Robert Basehart									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Pinder Troutman Consulting, Inc	18	24	5	47	47	1.5	48.5	1
2	R.J. Behar & Company, Inc	14	18	5	37	37	0	37	3
3	Simons & White, Inc.	20	25	0	45	45	1.5	46.5	2

	PROPOSERS	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the RFP	RFP, understanding of the projects and quality of the	Minority Enterprise as	Interview Total	Total	Local Preference	Grand Total	Rank
Patrick Barthelemy									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Pinder Troutman Consulting, Inc	20	23	5	48	48	1.5	49.5	1
_	2121 26 1	17	21	Е	43	43	0	43	3
2	R.J. Behar & Company, Inc	17	21	3	40	45		40	-

	PROPOSERS	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the RFP	RFP, understanding of the projects and quality of the	Minority Enterprise as	Interview Total	Total	Local Preference	Grand Total	Rank
Tanya Quickel									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Pinder Troutman Consulting, Inc	20	20	5	45	45	1.5	46.5	2
2	R.J. Behar & Company, Inc	20	25	5	50	50	0	50	1
3	Simons & White, Inc.	18	25	0	43	43	1.5	44.5	3

		Ability, knowledge	Approach to the							
		of design criteria and	1							
		past performance of	understanding							
		firm and the	of the projects							
		designated project	and quality of	Minority						
		team to satisfy the	the	Enterprise as						
		requirements of the	presentation/w	certified by the				Local		
	PROPOSERS	RFP	ritten response.	State	Interview Total		Total	Preference	Grand Total	Rank
Tom Lundeen										
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts		Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Pinder Troutman Consulting, Inc	20	25	5	50		50	1.5	51.5	1
	R.J. Behar & Company, Inc	20	20	5	45	П	45	0	45	3
2	R.J. Benar & Company, Inc	20	20	3	.0			•	.0	

	Proposers	FINAL ORDINAL	Final
#		POINTS	Rank
1	Pinder Troutman Consulting, Inc	6	1
2	R.J. Behar & Company, Inc	12	2
3	Simons & White, Inc.	12	2

Review of the master score sheet revealed the following:

1. Omission of local preference points for Pinder Trountman Consulting.

2. Omission of minority enterprise points for R.J. Behar & Company.

The Selection Committee recommended negotiating with the two highest ranked firms. After the review and scoring corrections, Simmons & White, Inc and R.J. Behar & Company were tied with 12 ordinal points. Per Section 2.10 Item C (Tied Proposals) of the RFQ documents, after application of time for performance (N/A) and Drug Free Workplace Program Certification, award shall be given to the proposer whose bid was received earliest by Wellington (SW 3/8/17 2:21PM and RJB 3/9/17 9:32AM).

RFQ # 004-17/DZ - Professi	ional Consulting Services on Continuing Contract	Basis - Wastewater Pro	cess and Reclaime	d Water Engineerin	ng				
		Ability, knowledge	Approach to the						
		of design criteria	RFP,						
		and past	understanding						
		performance of firm	of the projects						
		and the designated	and quality of	Minority					
		project team to	the	Enterprise as					
		satisfy the	presentation/w	certified by the			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Shannon LaRoque									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Craig A. Smith & Associates	10	10	0	20	20	1.5	21.5	3
2	Holtz Consulting Engineers, Inc	15	20	5	40	40	1.5	41.5	2
3	Hazen & Sawyer P.C.	20	25	0	45	45	0	45	1

		Ability, knowledge of design criteria	Approach to the RFP.							
		and past	understanding							
		performance of firm	of the projects							
		and the designated	and quality of	Minority						
		project team to	the	Enterprise as						
		satisfy the	presentation/w	certified by the				Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total		Total	Preference	Grand Total	Rank
Robert Basehart										
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts		Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Craig A. Smith & Associates	15	22	0	37		37	1.5	38.5	3
•	Holtz Consulting Engineers, Inc	14	21	5	40	П	40	1.5	41.5	2
	Holtz Consulting Engineers, Inc	14	21	,	.0			2.0		

	PROPOSERS	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the	RFP, understanding of the projects and quality of the presentation/w	Minority Enterprise as	Interview Total		Total	Local Preference	Grand Total	Rank
Patrick Barthelemy						+				
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts		Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Craig A. Smith & Associates	15	18	0	33		33	1.5	34.5	3
2	Holtz Consulting Engineers, Inc	16	20	5	41		41	1.5	42.5	2
3	Hazen & Sawyer P.C.	19	24	0	43		43	0	43	1

		Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the	Approach to the RFP, understanding of the projects and quality of the presentation/w	Minority Enterprise as			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Tanya Quickel									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Craig A. Smith & Associates	18	20	0	38	38	1.5	39.5	3
2	Holtz Consulting Engineers, Inc	18	20	5	43	43	1.5	44.5	2
3	Hazen & Sawyer P.C.	20	25	0	45	45	0	45	1

		Ability, knowledge	Approach to the						
		of design criteria	RFP,						
		and past	understanding						
		performance of firm	of the projects						
		and the designated	and quality of	Minority					
		project team to	the	Enterprise as					
		satisfy the	presentation/w	certified by the			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Tom Lundeen									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Craig A. Smith & Associates	15	15	0	30	30	1.5	31.5	3
2	Holtz Consulting Engineers, Inc	15	18	5	38	38	1.5	39.5	2
3	Hazen & Sawyer P.C.	20	25	0	45	45	0	45	1

	Proposers	FINAL ORDINAL	Final
#		POINTS	Rank
1	Craig A. Smith & Associates	15	3
2	Holtz Consulting Engineers, Inc	10	2
3	Hazen & Sawyer P.C.	5	1

		Ability, knowledge	Approach to the						
		of design criteria	RFP,						
		and past	understanding						
		performance of firm	of the projects						
		and the designated	and quality of	Minority					
		project team to	the	Enterprise as					
		satisfy the	presentation/w	certified by the			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Shannon LaRoque									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
									1
1	Hillers Electrical Engineering, Inc	20	25	5	50	50	1.5	51.5	
1 2	Hillers Electrical Engineering, Inc LIMCO Engineering Inc	20 10	25 10	0	50 20	50 20	0	51.5 20	3

	PROPOSERS	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the	RFP, understanding of the projects and quality of the presentation/w	Minority Enterprise as	Interview Total		Total	Local Preference	Grand Total	Rank
Robert Basehart										
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts		Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Hillers Electrical Engineering, Inc	19	24	5	48		48	1.5	49.5	1
	UNACO E : : !	40	40	0	20		20	0	20	3
2	LIMCO Engineering Inc	10	10	0	20		20	0	20	•

	PROPOSERS	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the	RFP, understanding of the projects and quality of the presentation/w	Minority Enterprise as	Interview Total	Total	Local Preference	Grand Total	Rank
Patrick Barthelemy									
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Hillers Electrical Engineering, Inc	17	22	5	44	44	1.5	45.5	1
_			40	0	32	32	0	32	3
2	LIMCO Engineering Inc	14	18	0	32	32	0	32	•

		Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the	RFP, understanding of the projects and quality of the presentation/w	Minority Enterprise as certified by the				Local		
T 0 1.1.1	PROPOSERS	requirements of the	ritten response.	State	Interview Total	++	Total	Preference	Grand Total	Rank
Tanya Quickel										
#	Professional Consulting Services	Max 20 Pts	Max 25 Pts	Max 5 Pts	Max 50 Pts		Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	
1	Hillers Electrical Engineering, Inc	20	25	5	50		50	1.5	51.5	1
2	LIMCO Engineering Inc	18	20	0	38		38	0	38	3
3	TEAMWORKnet, Inc	20	25	0	45		45	0	45	2

		Ability, knowledge	Approach to the						
		of design criteria	RFP,						
		and past	understanding						
		performance of firm	of the projects						
		and the designated	and quality of	Minority					
		project team to	the	Enterprise as					
		satisfy the	presentation/w	certified by the			Local		
	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Tom Lundeen	PROPOSERS	requirements of the	ritten response.	State	Interview Total	Total	Preference	Grand Total	Rank
Tom Lundeen #	PROPOSERS Professional Consulting Services	requirements of the Max 20 Pts	ritten response. Max 25 Pts	State Max 5 Pts	Interview Total Max 50 Pts	Total Max 50 Pts.	Preference Max 1.5 or 2.5 Pts	Grand Total Max 52.5 Pts	Rank
Tom Lundeen # 1			·						Rank 1
Tom Lundeen # 1 2	Professional Consulting Services	Max 20 Pts	Max 25 Pts		Max 50 Pts	Max 50 Pts.	Max 1.5 or 2.5 Pts	Max 52.5 Pts	Rank 1 3

	Proposers	FINAL ORDINAL	Final
#		POINTS	Rank
1	Hillers Electrical Engineering, Inc	5	1
2	LIMCO Engineering Inc	15	3
3	TEAMWORKnet, Inc	10	2

Wellington Council Meeting June 13, 2017

RFQ # 004-17/DZ - Professional Consulting Services on Continuing Contract Basis - Hydrogeologic

		Qualifications of the	Contract	Qualifications of	Lawsuits and	Minority		Technical	Team Member	Relevant Project	Permitting			Local		
	PROPOSERS	Firm	Approach /	the Contract	Claims	Enterprise as	Non Service Total	Capabilities	Qualifications	Experience	Experience	Service Total	Total	Preference	Grand Total	Rank
Shannon LaRoque																
#	Professional Consulting Services	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 5 Pts	Max 5 Pts	Max 50 Pts	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 10 Pts	Max 50 Pts	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	JLA Geosciences, Inc	15	15	10	5	0	45	15	15	10	10	50	95	3	98	1

	PROPOSERS	Qualifications of the Firm	Contract Approach /	Qualifications of the Contract	Lawsuits and Claims	Minority Enterprise as	Non Service Total	Technical Capabilities	Team Member Qualifications	Relevant Project Experience	Permitting Experience	Service Total	Total	Local Preference	Grand Total	Rank
Robert Basehart																
#	Professional Consulting Services	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 5 Pts	Max 5 Pts	Max 50 Pts	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 10 Pts	Max 50 Pts	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	JLA Geosciences, Inc	14	14	9	5	0	42	14	14	9	9	46	88	3	91	1

	PROPOSERS	Qualifications of the Firm	Contract Approach /	Qualifications of the Contract	Lawsuits and Claims	Minority Enterprise as	Non Service Total	Technical Capabilities	Team Member Qualifications	Relevant Project Experience	Permitting Experience	Service Total	Total	Local Preference	Grand Total	Rank
Patrick Barthelemy	THOI GOLIG		прогосон	the contract	Oldinio	Linoipiido do	TION COLVICE TOTAL	Capabillio	quamitations	Experience	Experience	Oct vide Total	10141	1 TOTOTOTIO	Grana rotar	rom
#	Professional Consulting Services	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 5 Pts	Max 5 Pts	Max 50 Pts	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 10 Pts	Max 50 Pts	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	JLA Geosciences, Inc	13	13	9	5	0	40	12	13	10	8	43	83	3	86	1

		Qualifications of the	Contract	Qualifications of	Lawsuits and	Minority		Technical	Team Member	Relevant Project	Permitting			Local	Į.	
	PROPOSERS	Firm	Approach /	the Contract	Claims	Enterprise as	Non Service Total	Capabilities	Qualifications	Experience	Experience	Service Total	Total	Preference	Grand Total	Rank
Tanya Quickel															Į į	1
#	Professional Consulting Services	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 5 Pts	Max 5 Pts	Max 50 Pts	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 10 Pts	Max 50 Pts	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	JLA Geosciences, Inc	15	15	10	5	0	45	15	15	10	10	50	95	3	98	1
				•			•								1	

	PROPOSERS	Qualifications of the Firm	Contract Approach /	Qualifications of the Contract	Lawsuits and Claims	Minority Enterprise as	Non Service Total	Technical Capabilities	Team Member Qualifications	Relevant Project Experience	Permitting Experience	Service Total	Total	Local Preference	Grand Total	Rank
Tom Lundeen																
#	Professional Consulting Services	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 5 Pts	Max 5 Pts	Max 50 Pts	Max 15 Pts	Max 15 Pts	Max 10 Pts	Max 10 Pts	Max 50 Pts	Max 100 Pts.	Max 3 or 5 Pts	Max 105 Pts	
1	JLA Geosciences, Inc	15	15	10	5	0	45	15	15	10	10	50	95	3	98	1

	Proposers	FINAL ORDINAL	Final
#		POINTS	Rank
1	JLA Geosciences, Inc	5	1

RFQ No. 004-17/DZ

Title: Professional Consulting Services on Continuing Contract Basis

Notice Date: May 30, 2017

NOTICE OF INTENT TO NEGOTIATE/AWARD

Notice is provided as follows:

REQUEST FOR QUALIFIACATIONS #004-17/DZ - PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS

1. On April 17, 2017, the selection committee scored and ranked the only proposal received for Hydrogeologic services. Based on the results of the scoring the committee is recommending negotiations with the with the following firms:

Hydrogeologic

JLA Geosciences. Inc

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

Village of Wellington



Legislation Text

File #: 17-1166, Version: 1

ITEM: ORDINANCE NO. 2017-07 (CONGREGATE LIVING FACILITY TYPE 2B ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL; APPROVING A ZONING TEXT AMENDMENT [PETITION NUMBER 17-37 (2017-25 ZTA)] TO AMEND THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, CHAPTER 4, SECTION 6.4.4.30 CONGREGATE LIVING FACILITY (CLF) RELATED TO THE SEPARATION REQUIREMENT FOR TYPE 2(B) CLF TO ALLOW A MAXIMUM OF FOUR (4) TYPE 2(B) CLF WITHIN A HALF (1/2) MILE RADIUS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2017-07, a Zoning Text Amendment.

EXPLANATION: Zoning Text Amendment (ZTA) to modify Wellington's Land Development Regulations (LDR) Article 6 "Zoning Districts", Chapter 4 "Use Regulations and Definitions", Section 6.4.4. "Supplemental use standards" sub section 30 "Congregate Living Facility." The request is specifically to amend LDR Sec. 6.4.3.30.c.i. and Sec. 6.4.3.30.c.ii.(a)2. to remove the 1,000 feet separation requirement between Type 2(B)'s and allow a maximum of four (4) Type 2(B)'s within a ½ mile radius. The following sections will explain the proposed changes. *{Note regarding formatting: underline = added; strikethrough = deleted}*

LDR Sec. 6.4.3.30.c.i. "A congregate living facility, Type 1, 2(A), 3 and 4, shall not be located within a radius of one thousand (1,000) feet of another congregate living facility; and"

LDR Sec. 6.4.3.30.c.iii.(a)2. "Type 2 (B) shall be:

- <u>a.</u> <u>pProhibited in single-family residential districts.</u>; A Type 2 (B) shall
- <u>b. Prohibited not be located</u> within a radius of five hundred (500) feet of a single-family residential district unless approved by Council-
- <u>c.</u> <u>Prohibited within one thousand (1,000) feet of a Type 1, 2 (A), 3, or 4 congregate living facility; and </u>
- d. There shall be no more than four (4) Type 2 (B) congregate living facilities within a ½ mile radius."

The petitioner is requesting to remove the 1,000 feet separation requirement and allow Type 2(B)'s next to each other with a maximum of four (4) in a ½ mile radius. In 2012 the petitioner proposed the Type 2(B) concept specifically for senior housing whose residents are 65 years of age or older with a maximum occupancy of 21 residents. Unlike the Type 2(B) that is limited to only senior housing, Type 1, 2(A), 3 and 4 CLF's allow boarding home, rehabilitative home, sober home, care of persons not capable of independent living, etc.

The petitioner is requesting this amendment based on current demands at their existing Type 2(B) facility in Wellington. Removal of the separation requirement and allowing four (4) within a ½ mile radius will allow for seniors to live in a home-like environment instead of the large institutional type CLF's and still preserve the multifamily neighborhood character.

PZAB recommended approval (6-0) of Ordinance No. 2017-07 as presented at their May 10, 2017 meeting.

File #: 17-1166, Version: 1

Council approved (5-0) the first reading of Ordinance No. 2017-07 as presented at their May 23, 2017 meeting.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES QUASI-JUDICIAL: NO

FIRST READING: SECOND READING: YES

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2017-07, a Zoning Text Amendment.

ORDINANCE NO. 2017-07

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OF WELLINGTON. FLORIDA'S AN ORDINANCE COUNCIL: APPROVING A ZONING TEXT AMENDMENT [PETITION NUMBER 17 -37 (2017 - 25 ZTA)] TO AMEND THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS ARTICLE 6, CHAPTER 4 SECTION 6.4.4.30 CONGREGATE LIVING FACILITY (CLF) RELATED TO THE SEPARATION REQUIREMENT FOR TYPE 2(B) CLF TO ALLOW A MAXIMUM OF FOUR (4) TYPE 2(B) CLF WITHIN A HALF (1/2) MILE RADIUS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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WHEREAS, the purpose and intent of a Congregate Living Facility Type 2(B) is to provide senior housing for persons 65 years of age or older licensed by the Florida Agency for Health Care Administration (AHCA); and

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WHEREAS, Wellington has determined removal of the 1,000 feet separation for a Type 2 (B) CLF and limiting the number of Type 2(B) to four (4) within a ½ mile radius is in the best interest of the community; and

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WHEREAS, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, after notice and public hearing on May 10, 2017 recommended approval of the Zoning Text amendments with a 6-0 vote; and

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

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

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SECTION 1. Wellington's Land Development Regulations (LDR) Section 6.4.4.30.c. "Location" is hereby amended to read as follows:

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LDR Sec. 6.4.4.30.c. Location. For the purposes of the required separation, measurements shall be made from structure to structure, except where the separation required is between a structure and a district boundary, in which case,

the separation is measured from structure to district boundary. 42

- i. A congregate living facility, Type 1, 2(A), 3 and 4, shall not be located within a radius of one thousand (1,000) feet of another congregate living facility; and
- ii. A congregate living facility, Type 1 shall be located wherever a single-family dwelling unit is a permitted use.
- iii. Location of Type 2, 3 and 4.
 - (a) Districts.
 - 1. Type 2(A) shall be permitted in the RM and RH districts as a permitted use, provided that it is not located within a radius of twelve hundred (1,200) feet of another congregate living facility, Type 2 and five hundred (500) feet from a single-family residential district, unless approved as a conditional/requested use by Council.
 - 2. Type 2(B) shall be:
 - <u>a.</u> <u>pProhibited in single-family residential districts-; A Type 2 (B) shall</u>
 - <u>b. Prohibited not be located</u> within a radius of five hundred (500) feet of a single-family residential district unless approved by Council-:
 - <u>c.</u> Prohibited within one thousand (1,000) feet of a Type 1, 2(A), 3, or 4 congregate living facility; and
 - d. There shall be no more than four (4) Type 2(B) congregate living facilities within a ½ mile radius.
 - (b) Access.
 - 1. Type 2(B), shall be located within a quarter (¼) road mile of a collector or arterial roadway to ensure minimal access is required for emergency vehicles.
 - Type 3 and 4 shall have primary access to a collector or arterial roadway, provided that a Type 3 and Type 4 facility having twenty-five (25) residents or less may be located on a local street.
 - (c) Location.
 - 1. Types 2(A) and 3, shall be located within five (5) road miles of a full service professional fire-rescue station.
 - 2. Type 2(B), shall be located within one and one-half (1.5) road miles of a full service professional fire-rescue station and three (3) road miles of a full service medical Hospital to reduce the time required for emergency response.
 - 3. Type 4, shall be located within three (3) miles of a full service professional fire-rescue station.
- **SECTION 2.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of this Ordinance shall prevail to the extent of such conflict.
- **SECTION 3.** Should any section, paragraph, sentence, clause, or phase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision

1 2	shall not affect the validity of this Ordinance as a whole as a whole or any portion or part thereof, other than the part so declared to be invalid.
3 4 5	<u>SECTION 4.</u> This Ordinance shall become effective immediately upon adoption of the Village Council following second reading.
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11	(The remainder of this page left intentionally blank)

1	PASSED this 23 rd day of May 2017, upon first	st reading.	
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3	PASSED AND ADOPTED this day of _	2017, on secon	nd and final reading.
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5	WELLINGTON		
6		FOR	AGAINST
7	- 14		
8	BY:		
9	Anne Gerwig, Mayor		
10			
11			
12	John T. McGovern, Vice Mayo	or	
13			
14			
15	Michael Drahos, Councilman		
16			
17 18	Michael J. Napoleone, Counci	ilman	
19	Michael 3. Napoleone, Counci	iiiiaii	
20			
21	Tanya Siskind, Councilwoman	 1	
22	ranja Gomana, Godinamoman	•	
23			
24	ATTEST:		
25			
26	BY:		
27	Chevelle D. Nubin, Village Clerk		
28	, 3		
29	APPROVED AS TO FORM AND		
30	LEGAL SUFFICIENCY		
31			
32	BY:		
33	Laurie Cohen, Village Attorney		
34			

I. PETITION DESCRIPTION

Petition: Congregate Living Facility Type 2(B) Zoning Text Amendment

Petition Number: 17 – 37 (2017 – 25 ZTA)

Applicant: R&R, LLC (DBA Wellington Eldercare I)

Agent: Jon E. Schmidt and Associates, Inc.

Project Manager: Damian Newell

Request: Zoning Text Amendment (ZTA) amending Chapter 4, Sec.

6.4.3.30.c. to amend the separation requirements for Type 2(B)

CLF of Wellington's Land Development Regulations.

II. BACKGROUND

The applicant previously requested a Zoning Text Amendment to create a new Congregate Living Facility (CLF) Type 2(B) category, which was approved by Council in 2012 (Ordinance No. 2012-09). Type 2(B) is specifically for senior housing whose residents are 65 years of age or older with a maximum occupancy of 21 residents. Currently the Land Development Regulations (LDR) Section 6.4.4.30 (Congregate Living Facility) requires a 1,000 feet separation from each CLF. The applicant is now requesting an amendment to remove the 1,000 feet separation to allow up to four (4)-Type 2(B) within a ½ mile radius.

Staff notes the applicant is currently operating a Type 2(B) CLF located at 14093 Lily Court, known as Wellington Elder Care, approved by Council in 2012 (Resolution No. R2012-60) and owns the adjacent property located at 14115 Lily Court. The applicant indicates the approved facility (Wellington Elder Care) has been operating at full occupancy for years with a waiting list. If the proposed text amendment to remove the 1,000 feet separation is approved by Council the applicant intends to submit a future Conditional Use request to allow a new Type 2(B) CLF for the adjacent property located at 14115 Lily Court.

III. ANALYSIS

This Zoning Text Amendment (ZTA) is to modify the Wellington Land Development Regulations (LDR) Article 6 "Zoning Districts", Chapter 4 "Use Regulations and Definitions", Section 6.4.4. "Supplemental use standards" sub section 30 "Congregate Living Facility." The request is specifically to amend LDR Sec. 6.4.3.30.c.i. and Sec. 6.4.3.30.c.iii.(a)2. The following sections will provide supporting information and explain the proposed changes. {Note regarding formatting: underline = added; strikethrough = deleted}

LDR Sec. 6.4.3.30.c.i. "A congregate living facility, Type 1, 2(A), 3 and 4, shall not be located within a radius of one thousand (1,000) feet of another congregate living facility; and"

The current LDR requires separation from all types of CLF's and as indicated above this amendment will remove Type 2(B) from the 1,000 feet separation requirement. All proposed Type 1, 2(A), 3 and 4 CLFs will still need to meet the separation from each other and also from any existing Type 2(B), as indicated below.

LDR Sec. 6.4.3.30.c.iii.(a)2. "Type 2 (B) shall be:

- a. pProhibited in single-family residential districts.; A Type 2 (B) shall
- <u>b. Prohibited not be located</u> within a radius of five hundred (500) feet of a single-family residential district unless approved by Council.;
- c. Prohibited within one thousand (1,000) feet of a Type 1, 2 (A), 3, or 4 congregate living facility; and
- d. There shall be no more than four (4) Type 2 (B) congregate living facilities within a ½ mile radius."

With removal of the 1,000 feet separation requirement between Type 2(B)'s this section is amended to allow a maximum of four (4) Type 2(B)'s within a ½ mile radius. This will allow up to four (4) Type 2(B)'s next to each other with no separation requirement and will ensure no more than four (4) are allowed in a given area. Typically separation requirements are required from the same use to limit the number of uses in an area, minimize impact on infrastructure and preserve the characteristics of a neighborhood. CLF's require a separation to ensure neighborhood compatibility by limiting the number allowed in an area as they typically include assisted living, boarding home, rehabilitative home, halfway house, sober home, care of persons not capable of independent living etc. As Type 2(B)'s are limited to senior housing (65 years of age or older) allowing them next to each other with up to four (4) allowed in an area will ensure the multifamily neighborhood character is preserved.

When the Type 2(B) ordinance was proposed in 2012 staff provided a buffer separation map (Exhibit A) to indicate potential location for Type 2(B)'s within the multifamily residential areas and meeting the 1,000 feet separation. This map indicated a potential 14 Type 2(B)'s within the multifamily areas. Staff has further analyzed the map and determined by eliminating the 1,000 feet separation for Type 2(B)'s and requiring the $\frac{1}{2}$ mile radius will still meet the intent of the separation requirement by allowing only four (4) Type 2(B)'s within an area. Exhibit "B" is an illustration of the original buffer map provided in 2012 with the proposed $\frac{1}{2}$ mile radius indicated as red circles around the one (1) approved Type 2(B) and the other potential locations within the multifamily areas. As illustrated the $\frac{1}{2}$ mile radius allows four (4) - Type 2(B)'s in a given area and will not exceed the number of CLF that would have been allowed with the 1,000 feet separation.

The LDR currently has standards for Type 2(B)'s that limits them to senior housing (65 years of age or older), minimum room square footage and minimum staffing regulations that are above the Florida Agency for Health Care Administration (AHCA) requirements. Also the occupancy type of a Type 2(B) requires additional standards for fire sprinkler system and closer proximity to fire hydrant. A Type 2(B) requires Conditional Use

Prepared by: Damian Newell
Petition No.: 17 – 37 (2017 – 25 ZTA)
Page 2 of 5
Prepared for: June 13, 2017 Council Meeting
June 5, 2017

approval from Council subject to compatibility with the surrounding residential neighborhood and consistency with Wellington's Comprehensive Plan and LDR. The proposed ZTA is consistent with Wellington's Comprehensive Plan including but not limited to preserving and protecting the characteristics of the communities in Wellington; neighborhood compatibility policies; and the Land Use, Transportation and Infrastructure Elements. This amendment is also consistent with the following Objective and Policy of the Housing Element in the Comprehensive Plan:

Objective 1.8 "Wellington shall consider adoption of a senior housing policy that encourages a variety of housing options for existing and future senior residents of Wellington."

Policy 1.8.1 "Wellington shall consider policies that provide for the following: 1) an "aging in place" program to encourage residents to remain in their residences for an extended period of time; 2) senior housing options such as group homes, congregate living facilities, and assisted living facilities; and 3) use of recently adopted Comprehensive Plan policies and development regulations providing additional residential densities for senior residential facilities."

The applicant is requesting this amendment to allow Type 2(B)'s within a closer proximity to each other to ensure additional senior housing is available. The applicant believes there is a market demand based on current waiting list of potential residents for these type facilities in the multifamily areas to provide a home-like environment as indicated in the justification statement (Exhibit C) provided for this ZTA. The Type 2(B) concept was unique to Wellington when it was originally proposed by this applicant back in 2012 and these proposed amendments are intended to provide opportunity for redevelopment in the multifamily residential districts to help promote the goals of Wellington's Safe Neighborhood efforts; foster a family environment by enabling senior residents to continue living within close proximity to family and friends; and enhance the value of the community by providing affordable housing for Wellington's aging population. This ZTA Ordinance (2017-07) is provided for your consideration.

IV. PUBLIC NOTIFICATION/COMMENTS

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

Planning, Zoning and Adjustment Board Meeting

Newspaper: April 25, 2017 Meeting Date: May 10, 2017

Council Meeting

Newspaper: April 25, 2017

Meeting Dates: May 23, 2017 (1st reading) and June 13, 2017 (2nd reading)

Staff has not received inquiries regarding the newspaper advertisement for this petition as of June 5, 2017 when the staff report was published.

V. <u>DEVELOPMENT REVIEW COMMITTEE (DRC) / STAFF RECOMMENDATION</u>

The Congregate Living Facility Type 2(B) Zoning Text Amendment (Petition No. 17 - 37 /2017 - 25 ZTA) was certified for the public hearing process at the March 15, 2017 DRC meeting.

Staff recommends approval of Ordinance No. 2017-07 based on the findings contained within this staff report and consistency with Wellington's Comprehensive Plan.

IV. PLANNING, ZONING AND ADJUSTMENT BOARD

At the May 10, 2017 Planning, Zoning and Adjustment Board (PZAB) meeting, the Board heard comments from the general public in support of the applicant's request. PZAB recommended approval (6-0) of Ordinance No. 2017 - 07, a Zoning Text Amendment modifying Wellington's LDR Sec. 6.4.4.30 to remove the 1,000 feet separation requirement between Type 2(B)'s and allow a maximum of four (4) Type 2(B)'s within a ½ mile radius as presented by staff.

V. COUNCIL

Council voted (5-0) to approve first reading of Ordinance No. 2017 - 07, a Zoning Text Amendment modifying Wellington's LDR Sec. 6.4.4.30 to remove the 1,000 feet separation requirement between Type 2(B)'s and allow a maximum of four (4) Type 2(B)'s within a $\frac{1}{2}$ mile radius as presented by staff. The second reading is scheduled for June 13, 2017.

Prepared by: Damian Newell
Petition No.: 17 – 37 (2017 – 25 ZTA)
Page 4 of 5
Prepared for: June 13, 2017 Council Meeting
June 5, 2017

List of Exhibits

Exhibit "A" Buffer Separation Map

Exhibit "B" Radius Map

Exhibit "C" Justification Statement

Prepared by: Damian Newell Petition No.: 17 – 37 (2017 – 25 ZTA)



Welkington Council Meeting June 13, 2017 Language Exhibit C Schmidt and Associates

Land Planning and Landscape Architecture

Justification Statement Zoning Text Amendment Request CLF Location Requirement Text Amendment Wellington Planning, Zoning & Building Department Original Submittal: February 28, 2017, Resubmitted: 03/28/17 & 04/11/17

Request

On behalf of the Applicant, R & R LLC, Owner of Wellington Elder Care, ("Applicant"), Jon E. Schmidt and Associates, Inc. ("Agent") respectfully requests approval of this Zoning Text Amendment application to amend the supplemental regulations within the Unified Land Development Code ("Code") to allow additional Type 2 (B) Congregate Living Facilities ("CLF") closer than 1,000 but limit them within ½ mile radius. This code amendment will apply Villagewide.

The Applicant is specifically requesting to amend Unified Land Development Code Article 6, Chapter 4, Sec. 6.4.3.30.c.i to allow up to four (4) Type 2 (B) congregate living facilities within a ½ mile radius, while still limited them to 1,000 feet from all other types of congregate living facilities. All other Type 2 (B) CLF regulations would still apply.

Proposed Zoning Text Amendment

The Applicant is proposing the following text amendment to the Village of Wellington Unified Land Development Code:

Article 6, Chapter 4, Sec. 6.4.3.30.c.i

- 30. Congregate living facility
- c. Location. For the purposes of the required separation, measurements shall be made from structure to structure, except where the separation required is between a structure and a district boundary, in which case, the separation is measured from structure to district boundary.
 - i. A congregate living facility, Type 1, 2 (A), 3 and 4, shall not be located within a radius of one thousand (1,000) feet of another congregate living facility; and
 - ii. A congregate living facility, Type 1 shall be located wherever a single-family dwelling unit is a permitted use.
 - iii. Location of Type 2, 3 and 4.
 - (a) Districts.
 - 1. Type 2 (A) shall be permitted in the RM and RH districts as a permitted use, provided that it is not located within a radius of twelve hundred (1,200) feet

Original Submittal: February 28, 2017, Resubmitted: 04/11/17

Page 2 of 4

of another congregate living facility, Type 2 and five hundred (500) feet from a single-family residential district, unless approved as a conditional/requested use by Council.

- 2. Type 2 (B) shall be:
 - a. pProhibited in single-family residential districts; A Type 2 (B) shall
 - <u>b. Prohibited not be located</u> within a radius of five hundred (500) feet of a single-family residential district unless approved by Council-;
 - <u>c.</u> Prohibited within one thousand (1,000) feet of a Type 1, 2 (A), 3,
 <u>or 4 congregate living facility; and</u>
 - d. There shall be no more than four (4) Type 2 (B) congregate living facilities within a ½ mile radius.

(b) Access.

- 1. Type 2 (B), shall be located within a quarter (¼) road mile of a collector or arterial roadway to ensure minimal access is required for emergency vehicles.
- 2. Type 3 and 4 shall have primary access to a collector or arterial roadway, provided that a Type 3 and Type 4 facility having twenty-five (25) residents or less may be located on a local street.

(c) Location.

- 1. Types 2 (A) and 3, shall be located within five (5) road miles of a full service professional fire-rescue station.
- 2. Type 2 (B), shall be located within one and one-half (1.5) road miles of a full service professional fire-rescue station and three (3) road miles of a full service medical Hospital to reduce the time required for emergency response.
- 3. Type 4, shall be located within three (3) miles of a full service professional fire-rescue station.

The current Village of Wellington Land Development Code does not allow Type 2 (B) congregate living facilities to be located within 1,000 feet of any another licensed congregate living facility of any type, including another Type 2 (B). The Type 2 (B) congregate living facility is limited to senior housing only. There is a demand for this particular type of senior housing in the Village of Wellington as demonstrated by the lengthy waiting list at the licensed Wellington Elder Care facility located on Lily Ct. However, the elimination of the 1,000-foot distance requirement will not necessarily lead to more Type 2 (B) CLFs because of the occupancy triggers Florida Building Code requirements for fire sprinkler systems, emergency egress doors and fire hydrant proximity that are greater than those of the typical multi-family dwelling unit. These significant improvement expenses are required in addition to the those required by the Conditional Use and site plan application requirements of the Village. Furthermore, because the Type 2 (B) CLF is limited to seniors over the age of sixty (60) years old, it will not increase the possibility of additional group or sober homes in the Village.

Page 3 of 4

The Type 2 (B) congregate living facilities provides for senior housing in a home-like environment, versus an institution. Type 2 (B) CLFs are statutory defined in §429, Florida Statutes, as "Assisted Living Facilities"; and are more stringently regulated by the Village than by standards of the Florida Agency for Health Care Administration ("AHCA"). The Code restricts Type 2 (B) CLFs to house only senior persons within residences that exceed minimum facility standards of the State. This includes minimum staffing levels and regulations.

Because Type 3 and Type 4 CLFs, as defined by the Wellington Code, may house non-elderly residents, this amendment is being limited to just Type 2 (B) CLFs. No other code standards are being amended as it relates to the minimum standards for facilities, location and residents. Type 2 (B) CLFs will still be conditional uses, subject to determinations of compatibility with the surrounding neighborhood by the Village Council. The Applicant believes that Type 2 (B) CLFs have different characteristics than other CLFs due to the age, agility, and level of independence of the elderly residents. Therefore, by allowing additional Type 2 (B) CLFs will provide for additional housing for seniors, but not at a detriment to other residents and the established neighborhoods within the Village of Wellington.

Below are some of the benefits of allowing this text amendment for additional Type 2 (B) CLFs:

- Establishes new senior housing options to promote aging in place in a residential like setting versus an institutional-like environment;
- Promotes re-investment in multi-family neighborhoods and older areas of the Residential Renaissance Overlay (RROZD);
- Allows seniors to increase their number of friends; and
- Offers better professional health care service in a centralized location as opposed to inhome health agencies and/or hospital like settings.

According to the Village of Wellington, an application for Zoning Text Amendment must take the following standards into consideration:

A. Reason and need for the requested text change. (Why is the proposed zoning text amendment necessary?)

Response: The Applicant would like to expand their existing Type 2 (B) CLF based on market demand and a lengthy waiting list of potential residents. The requested Zoning Text Amendment will also promote investment in multi-family neighborhoods and help implement objectives of the Residential Renaissance Overlay (RROZD). An increase in number of Type 2 (B) residents will allow properties to be renovated to serve as Type 2 (B) CLFs in the targeted, distressed multi-family areas.

B. Reason for the present text being invalid or inappropriate. (State specific evidence or example of the claim.)

Page 4 of 4

Response: The Applicant feels that a successful Congregate Living Facility should be able to expand as long as they are consistent with all the other goals and policies of the Comprehensive Plan and consistent with the Village of Wellington Code. By restricting Type 2 (B) CLFs to 1,000 sf distance requirement, it will cause a successful CLF to look for another location over 1,000 feet away, when that facility could be provide a better service to the community by expanding and sharing resources in a combined or expanded facility.

C. Explain how the proposed amendment complies with the objectives and purposes of Wellington's Comprehensive Plan. (With appropriate consideration as to whether the proposed change will further the purposes of these objectives or other Wellington Codes, regulations and actions designed to implement the Comprehensive Plan)

Response: The proposed Zoning Text Amendment is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan. Furthermore, the Village Comprehensive Plan establishes that new senior housing policies should be adopted to promote aging in place, to provide housing options, and to allow congregate living facilities for seniors (Housing Element Objective 1.8 and its supporting policies). Less restriction of Type 2 (B) CLFs will fulfill these stated objectives.

On behalf of the Applicant and property owner, please accept this application for a Zoning Text Amendment.

Village of Wellington



Legislation Text

File #: 17-1257, Version: 1

ITEM: ORDINANCE NO. 2017-10 (PROHIBITING CONVERSION THERAPY ON MINORS)

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 36; ADDING ARTICLE V (PROHIBITION OF CONVERSION THERAPY ON MINORS); ADDING SECTIONS 36-45, 36-46, 36-47, AND 36-48; TO PROHIBIT THE PRACTICE OF CONVERSION THERAPY ON PATIENTS WHO ARE MINORS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

REQUEST: Consideration of Ordinance No. 2017-10 adding Article V (Prohibition of Conversion Therapy on Minors) adding Sections 36-45, 36-46, 36-47 and 36-48.

EXPLANATION: The Village of Wellington received a request from the Palm Beach County Human Rights Council requesting that the Village adopt an ordinance prohibiting the practice of conversion therapy on minors.

The legal department has researched the legality of such an ordinance and is of the opinion that the Village Council may adopt such an ordinance if it chooses to do so.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES QUASI-JUDICIAL: NO

FIRST READING: YES SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Consideration of Ordinance No. 2017-10 adding Article V (Prohibition of Conversion Therapy on Minors) adding Sections 36-45, 36-46-, 36-47 and 36-48.

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ORDINANCE NO. 2017-10

AN ORDINANCE OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING CHAPTER 36; ADDING ARTICLE V (PROHIBITION OF CONVERSION THERAPY ON MINORS): ADDING SECTIONS 36-45, 36-46, 36-47, AND 36-48; TO PROHIBIT THE PRACTICE OF CONVERSION THERAPY ON PATIENTS WHO ARE MINORS; PROVIDING FOR CONFLICT: **PROVIDING** FOR CODIFICATION: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Ordinance is enacted pursuant to Article VIII of the Florida Constitution, Chapters 162 and 166 of the Florida Statutes, the Charter of the Village of Wellington; and the police powers of the Village of Wellington; and

WHEREAS, as recognized by major professional associations of mental health practitioners and researchers in the United State and elsewhere, for nearly 40 years, being lesbian, gay, bisexual, transgender or gender nonconforming, or questioning (LGBT or LGBTQ) is not a mental disease, disorder or illness, deficiency or shortcoming; and

WHEREAS, the American Academy of Pediatrics in 1993 published an article in its Journal stating: "Therapy directed at specifically changing sexual orientation is contraindicated, since it can provoke guilt and anxiety while having little or no potential for achieving changes in orientation;" and

WHEREAS, the American Psychiatric Association in December 1998 published its opposition to any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality is a mental disorder per se or that a patient should change his or her homosexual orientation; and

WHEREAS, the American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation (APA Task Force) conducted a systematic review of peer-reviewed journal literature on sexual orientation change efforts (SOCE), and issued its report in 2009, citing research that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including confusion, depression, guilt, helplessness, hopelessness, shame, social withdrawal, suicidality, substance abuse, stress, disappointment, self-blame, decreased self-esteem and authenticity to others, increased self-hatred, hostility and blame toward parents, feelings of anger and betraval, loss of friends and potential romantic partners, problems in sexual and emotional intimacy, sexual dysfunction, high-risk sexual behaviors, a feeling of dehumanized and untrue to self, a loss of faith, and a sense of having wasted time and resources; and

WHEREAS, following the report issued by the APA Task Force, the American Psychological Association in 2009 issued a resolution on Appropriate Affirmative

Responses to Sexual Orientation Distress and Change Efforts, advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and to seek psychotherapy, social support, and education services that provide accurate information on sexual orientation and sexuality, increase family and school support, and reduce rejection of sexual minority youth; and

WHEREAS, the American Psychoanalytic Association in June 2012 issued a position statement on conversion therapy efforts, articulating that, "As with any societal prejudice, bias against individuals based on actual or perceived sexual orientation, gender identity or gender expression negatively affects mental health, contributing to an enduring sense of stigma and pervasive self-criticism through the internalization of such prejudice" and that psychoanalytic technique "does not encompass purposeful attempts to 'convert,' 'repair,' change or shift an individual's sexual orientation, gender identity or gender expression," such efforts being inapposite to "fundamental principles of psychoanalytic treatment and often result in substantial psychological pain by reinforcing damaging internalized attitudes;" and

WHEREAS, the American Academy of Child and Adolescent Psychiatry in 2012 published an article in its Journal stating that clinicians should be aware that there is, "no evidence that sexual orientation can be altered through therapy and that attempts to do so may be harmful;" and that such efforts may encourage family rejection and undermine self-esteem, connectedness and caring, important protective factors against suicidal ideation and attempts; and that, for similar reasons cumulatively stated above, carrying the risk of significant harm, SOCE is contraindicated; and

WHEREAS, the Pan American Health Organization, a regional office of the World Health Organization issued a statement in 2012 stating: "These supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements." The organization also noted that conversion therapies "lack medical justification and represent a serious threat to the health and well-being of affected people;" and

WHEREAS, in 2014 the American School Counselor Association issued a position statement that states: "It is not the role of the professional school counselor to attempt to change a student's sexual orientation or gender identity. Professional school counselors do not support efforts by licensed mental health professionals to change a student's sexual orientation or gender as these practices have been proven ineffective and harmful;" and

WHEREAS, a 2015 report of the Substance Abuse and Mental Health Services Administration, a division of the U.S. Department of Health and Human Services, "Ending Conversion Therapy: Supporting and Affirming LGBTQ Youth" further reiterates based on scientific literature that conversion therapy efforts to change an individual's sexual orientation, gender identity, or gender expression is a practice not supported by credible evidence and has been disavowed by behavioral health experts and associations,

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perpetuates outdated views of gender roles and identities, negative stereotypes, stating, importantly, that such therapy may put young people at risk of serious harm, and recognizing that, same-gender sexual orientation (including identity, behavior, and attraction) is part of the normal spectrum of human diversity and does not constitute a mental disorder; and

WHEREAS, the American College of Physicians wrote a position paper in 2015 opposing the use of "conversion," "reorientation," or "reparative" therapy for the treatment of LGBT persons, stating that "[a]vailable research does not support the use of reparative therapy as an effective method in the treatment of LGBT persons. Evidence shows that the practice may actually cause emotional or physical harm to LGBT individuals, particularly adolescents or young persons;" and

WHEREAS, at least one federal appeals court found that a prohibition of SOCE does not violate first amendment rights and noted that the subject ordinance only required mental health providers who wish to engage in practices that seek to change a minor's sexual orientation either to wait until the minor turns 18 or be subject to professional discipline, leaving mental health providers free to discuss or recommend treatment and to express their views on any topic, and

WHEREAS, the Village does not intend to prevent mental health providers from speaking to the public about SOCE; expressing their views to patients; recommending SOCE to patients; administering SOCE to any person who is 18 years of age or older; or referring minors to unlicensed counselors, such as religious leaders. This ordinance does not prevent unlicensed providers, such as religious leaders, from administering SOCE to children or adults; nor does it prevent minors from seeking SOCE from mental health providers in other political subdivisions or states outside of the Village of Wellington, Florida: and

WHEREAS, the Village of Wellington has a compelling interest in protecting the physical and psychological well-being of minors, including but not limited to lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against exposure to serious harms caused by sexual orientation and gender identity change efforts; and

WHEREAS, the Village Council hereby finds the overwhelming research demonstrating that sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, sexual, transgender or questioning persons, and that being lesbian, gay, bisexual, transgender or questioning is not a mental disease, mental disorder, mental illness, deficiency, or shortcoming; and

WHEREAS, the Village finds minors receiving treatment from licensed therapists in the Village of Wellington, FL, who may be subject to conversion or reparative therapy are not effectively protected by other means, including, but not limited to, other state statutes, local ordinances, or federal legislation; and

WHEREAS, the Village Council desires to prohibit, within the geographic boundaries of the City, the practice of sexual orientation or gender identity change efforts on minors by licensed therapists only, including reparative and/or conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, transgender, and questioning persons.

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

SECTION 1: The Code of Ordinances, Village of Wellington, FL is hereby amended to add Chapter 36 (Offenses and Miscellaneous Provisions), Article V (Prohibition of Conversation Therapy on Minors), Sections 36-45; 36-46; 36-47; and 36-48, which shall read as follows:

Sec. 36-45. - Intent.

The Intent of this Ordinance is to protect the physical and psychological well-being of minors, including but not limited to lesbian, gay, bisexual, transgender and/or questioning youth, from exposure to the serious harms and risks caused by conversion therapy or reparative therapy by licensed providers, including but not limited to licensed therapists. These provisions are exercises of police power of the Village for the public safety, health, and welfare; and its provisions shall be liberally construed to accomplish that purpose.

Sec. 36-46. – Definitions.

- (a) "Conversion therapy" or "reparative therapy" is defined, interchangeably, as any counseling, practice or treatment performed with the goal of changing an individual's sexual orientation or gender identity, including, but not limited to, efforts to change behaviors, gender identity, or gender expression, or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender or sex. Conversion therapy does not include counseling that provides support and assistance to a person undergoing gender transition or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.
- (b) "Minor" is defined as any person less than eighteen (18) years of age.
- (c) "Provider" means any person who is licensed by the State of Florida to provide professional counseling, or who performs counseling as part of his or her professional training under Chapters 456, 458, 459, 490, or 491 of the Florida Statutes, as such chapters may be amended, including but limited to, medical practitioners, osteopathic practitioners, psychologists, psychotherapists, social workers, marriage and family therapists, and licensed counselors. A Provider

WELLINGTON BY: Anne Gerwig, Mayor Anne Gerwig, Mayor	nd
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John McGovern, Vice Mayor	
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26 BY: Chevelle Nubin, Clerk	
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31 APPROVED AS TO FORM AND 32 LEGAL SUFFICIENCY	
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34 BY: 35 Laurie S. Cohen, Village Attorney	
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Village of Wellington



Legislation Text

File #: 17-0708, Version: 1

ITEM: AUTHORIZATION TO AWARD A TASK ORDER TO PROVIDE ENGINEERING CONSULTING SERVICES FOR A WASTEWATER LIFT STATION CONDITION ASSESSMENT

REQUEST: Authorization to approve a task order to Mock, Roos and Associates, Inc. to provide engineering consulting services, for a Wastewater Lift Station Condition Assessment, at a cost of \$189,066.00.

EXPLANATION: On January 12, 2016, Council awarded an engineering services contract (011-15/ED) to multiple vendors. As part of the solicitation, Mock, Roos and Associates, Inc. was selected as one of Wellington's engineering service providers. Staff is seeking authorization to utilize such contract with Mock, Roos and Associates, Inc., to provide engineering consulting services for a Wastewater Lift Station Condition Assessment.

The Village Utility owns and operates approximately 106 sanitary lift stations which send untreated wastewater to the wastewater treatment plant on Pierson Road. The Utility Department is taking a proactive approach to the renewal and replacement of this critical infrastructure by conducting a condition assessment. This task order will evaluate all of the Village's existing wastewater lift stations to ensure compliance with current regulatory standards, evaluate the condition of existing mechanical, electrical and control equipment, review security, emergency power and access provisions. The results of this task order will include a preliminary design report outlining the scope of work and opinions of probable construction costs for the recommended improvements which will be used to develop the long range Capital Improvement Plan for the Utility.

Staff recommends awarding a task order to Mock, Roos and Associates, Inc., to provide engineering consulting services for a Wastewater Lift Station Condition Assessment at a cost of \$189,066.00.

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 Lift Station Condition Assessment capital

project.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to approve a task order to Mock, Roos and Associates, Inc., to provide engineering consulting services for a Wastewater Lift Station Condition Assessment at a cost of \$189,066.00.



January 26, 2017

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

Ref. No.:

B6707.00

Subject:

Wastewater Lift Station Evaluation and Preliminary Design Report

Dear Shannon:

We are submitting the attached *Proposal To Provide Services for the Wastewater Lift Station Evaluation and Preliminary Design Report.* 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 \$189,066.00.

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 Presiden

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Copies:

Bookkeeping

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Proposal To Provide Wastewater Lift Station Evaluation and Preliminary Design Report

Services to be provided by: Mock•Roos

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

Proposal Date: January 26, 2017

Proposal Terms

A. Project Description:

Wellington wants to evaluate all of its existing wastewater pump stations to identify any deficiencies and prepare a preliminary design report outlining the scope of work and associated opinion of probable construction cost for recommended improvements.

Mock • Roos will perform the following scope of services:

B. Scope of Services:

- 1. Review any Wellington-provided data, including as-builts, previous condition assessments, flow data, etc.
- 2. Perform a site visit with Wellington staff at each lift station site and document existing conditions.
- 3. With assistance of Wellington staff, identify a specific list of deficiencies and develop a detailed scope of improvements required to rehabilitate the stations to meet acceptable standards.
- 4. Dividing the service area into quadrants, conduct a series of meetings with Wellington staff to confirm the detailed scope of recommended improvements for all of the lift stations.
- 5. Develop an Engineer's Opinion of Probable Construction Costs (EOPCC) based on detailed scope of recommended improvements.
- 6. Develop graphics including overall and detailed locations maps, photo logs, etc., for each of Wellington's 100 plus lift stations.
- 7. Prepare a draft preliminary design report documenting the above including a draft multi-year capital improvement program to implement recommended improvements. Provide up to two hard copies. Meet with Wellington staff to review the draft report and incorporate comments.

- 8. Prepare final preliminary design report including recommended capital improvement program incorporating Wellington staff comments. Provide up to five hard copies and one copy on CD.
- 9. Provide and manage the services of an electrical engineer to assist with the above tasks.

C. Additional Services:

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

D. Fees and Rates:

- 1. The total fee to provide the Scope of Services on a lump sum basis for \$189,066.00.
- 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 Evaluation and Preliminary Design Report

			Labor Classification							
Task Description		Senior Project Manager	Senior Engineer	Engineer	Administrative Assistant	S	ubtotal	Subconsultant		Total
Labor	Hourly Billing Rate	\$160.00	\$155.00	\$93.00	\$50.00					
Total	Hours	108	531	317	84					
1	Review Wellington-provided data		20	40	8	\$	7,220		\$	7 220
2	Perform Site Visits	10	100	100	10	\$	26,900		\$	7,220 26,900
3	Identify List of Deficiences/Scope of Work	10	100	50	25	\$	23,000		\$	23,000
4	Attend Meeting with Wellington Staff	16	16	24	4	\$	7,472		\$	7,472
5	EOPCC	10	25	50	10	\$	10,625		\$	10,625
6	Develop Graphics/Photo Log		4	10	10	\$	2,050		\$	2,050
7	Draft Report/Meeting/Incorporate Comments	50	200	25	10	\$	41,825		\$	41,825
8	Final Preliminary Design Report	10	50	10	5	\$	10,530	\$ 55,000	\$	65,530
9	Provide/Manage Electrical Engineer	2	16	8	2	\$	3,644		\$	3,644
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	Subtota	al \$ 17,280	\$ 82,305	\$ 29,481	\$ 4,200	\$	133,266	\$ 55,000	\$	188,266
				Total	Mock•Roos Labor	\$	133,266	1		
					Reimbursable	\$	800			
					Subconsultant	\$	55,000		ĺ	
					Project Total	Ś	189,066	I	1	

The spreadsheet is a fee cost estimate based on specific labor classifications as noted.