

# **Village of Wellington**

*12300 Forest Hill Blvd  
Wellington, FL 33414*



## **Meeting Agenda**

**Tuesday, November 10, 2015**

**7:00 PM**

**Village Hall**

### **Village Council**

*Bob Margolis, Mayor  
John Greene, Vice Mayor  
Matt Willhite, Councilman  
Anne Gerwig, Councilwoman  
John T. McGovern, Councilman*

**1. CALL TO ORDER****2. PLEDGE OF ALLEGIANCE****3. INVOCATION**

*Pastor Peter Bartuska, Wellington Presbyterian Church*

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

**A. [15-668](#) PRESENTATION BY LIZABETH OLSZEWSKI ON BEHALF OF HORSES HEALING HEARTS**

*Present a five-minute presentation by Lizabeth Olszewski on behalf of Horses Healing Hearts.*

**6. CONSENT AGENDA**

**A. [15-268](#) AUTHORIZATION TO UTILIZE A GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT AS A BASIS FOR PRICING FOR THE PURCHASE OF A NEW TELEPHONE SYSTEM**

*Authorization to utilize GSA contract #GS-35F-0085U as a basis for pricing for the purchase of a new telephone system from Windstream Communications in the amount of \$197,534.82.*

**B. [15-822](#) AUTHORIZATION TO USE A NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT AS A BASIS FOR PRICING FOR THE PURCHASE AND DELIVERY OF A CUES SEWER TV INSPECTION TRUCK**

*Authorization to use NJPA contract #022014-AMI, as a basis for pricing, for the purchase and delivery of a CUES sewer TV inspection truck from Atlantic Machinery, Inc. in the amount of \$179,500.*

C. [15-385](#) RESOLUTION NO. R2015-91 (EMPLOYEE HEALTH INSURANCE)

A RESOLUTION OF WELLINGTON FLORIDA'S COUNCIL AUTHORIZING THE MANAGER TO (1) RENEW A MINIMUM PREMIUM AGREEMENT WITH CIGNA HEALTHCARE TO PROVIDE HEALTH INSURANCE TO ELIGIBLE EMPLOYEES, DEPENDENTS AND RETIREES; (2) RENEW EXISTING AGREEMENTS WITH CIGNA GROUP BENEFITS FOR LIFE, SHORT TERM AND LONG TERM DISABILITY; (3) CONTINUE WITH SELF FUNDED DENTAL INSURANCE UTILIZING DENTAL DECISIONS ADMINISTERED BY ANCHOR BENEFIT CONSULTING, INC.; AND (4) APPROVE HRA FUNDING FOR EACH ELIGIBLE EMPLOYEE; AND PROVIDING AN EFFECTIVE DATE.

*Authorization to (1) Renew an existing minimum premium arrangement agreement with CIGNA HealthCare to provide health insurance to eligible employees, dependents and retirees, at a cost of approximately \$4,641,621.24; (2) Renew an existing agreement with CIGNA Group Benefits for life, short term and long term disability at an annual cost of \$207,542.26, with no changes to premium or covered benefits; (3) Continue with self-funded dental insurance utilizing Dental Decisions administered by Anchor Benefit Consulting, Inc.; and (4) Approve HRA funding for each eligible employee at \$1065 per employee.*

D. [15-653](#) RESOLUTION NO. R2015-84 (VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT FOR ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR THE 2016 MUNICIPAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.

*Approval of the Agreement between the Supervisor of Elections Office and Wellington for Vote Processing Equipment and Election Services for the March 2016 Election.*

E. [15-746](#) RESOLUTION NO. R2015-87 (NOTICE OF ELECTION)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL CONFIRMING THE DATE, TIME AND PLACE FOR THE ELECTION, AND RUN-OFF ELECTION, IF NECESSARY, AS WELL AS THE DATE, TIME AND PLACE FOR QUALIFYING FOR OFFICE; AUTHORIZING THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT ALL LOGIC AND ACCURACY TESTS FOR THE MUNICIPAL ELECTION; CANVASSING FOR THE MARCH 15, 2015 ELECTION; AND PROVIDING AN EFFECTIVE DATE.

*Approve Resolution No. R2015-87 noticing the Village of Wellington's Municipal Election.*

- F. [15-800](#) RESOLUTION NO. R2015-82 (PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8 WELLINGTON REQUEST FOR UTILIZATION OF LAW ENFORCEMENT TRUST FUNDS (LETF) FOR THE PURCHASE OF AN IN-VEHICLE SURVEILLANCE SYSTEM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE PUBLIC SAFETY SUB-FUND BUDGET FOR FISCAL YEAR 2015/2016 BY COMMITTING MONIES FROM PRIOR YEAR REVENUES TO OPERATING EXPENSE FOR THE PURCHASE OF AN IN-VEHICLE SURVEILLANCE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

*Approval of a request from the Palm Beach County Sheriff's Office District 8 Wellington for use of Law Enforcement Trust Funds (LETF) for the purchase of an in-vehicle surveillance system and associated Budget Amendment #2016-005.*

- G. [15-810](#) RESOLUTION NO. R2015-83 (DROWNING PREVENTION COALITION "BUCKS" CERTIFICATE PROGRAM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE DROWNING PREVENTION COALITION OF PALM BEACH COUNTY TO PROVIDE FOR VOUCHERS FOR FREE SWIMMING LESSONS UNDER THE "BUCK PROGRAM" FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

*Approval of the FY16 Drowning Prevention Coalition "Bucks" Program.*

## 7. PUBLIC HEARINGS

- A. [15-745](#) ORDINANCES APPROVING REFERENDUM QUESTIONS AMENDING THE VILLAGE CHARTER

*Adoption of ordinances approving referendum questions amending the Village Charter.*



B. [15-747](#) RESOLUTION NO. R2015-89 (SADDLE TRAIL PARK SOUTH PROJECT ASSESSMENTS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT; EQUALIZING, APPROVING, CONFIRMING, IMPOSING AND LEVYING CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL PROPERTY SPECIALLY BENEFITTED BY SUCH IMPROVEMENT PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR HEREIN AND PURSUANT TO CHAPTER SECTION 3, AS AMENDED, OF THE VILLAGE OF WELLINGTON'S CODE OF ORDINANCES AND APPLICABLE PROVISIONS OF CHAPTERS 170 AND 197, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

*Approval of Resolution No. R2015-89 authorizing the Saddle Trail Park (South) Neighborhood Improvement Project and the provisions for the Special Assessment.*

C. [15-811](#) RESOLUTION NO. R2015-90 (EXPRESSING INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE VILLAGE OF WELLINGTON SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT)

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON EXPRESSING THE INTENT OF THE VILLAGE OF WELLINGTON TO USE THE UNIFORM METHOD OF COLLECTING NON AD VALOREM ASSESSMENTS AS AUTHORIZED AND PERMITTED BY SECTION 197.3632, FLORIDA STATUTES; EXPRESSING THE NEED FOR THE LEVY OF NON AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE VILLAGE OF WELLINGTON'S JURISDICTIONAL BOUNDARIES THAT MAY BE SUBJECT TO THE LEVY BY THE VILLAGE OF WELLINGTON OF NON AD VALOREM ASSESSMENTS.

*Approval of Resolution No. R2015-90 (Expressing the Intent of the Village of Wellington to Use the Uniform Method of Collecting Non-Ad Valorem Assessments for the Saddle Trail Park (South) Neighborhood Improvement Project.)*

**8. REGULAR AGENDA**

- A. [15-748](#) RESOLUTION NO. R2015-88 (SADDLE TRAIL PARK SOUTH BOND ISSUANCE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL INITIALLY AUTHORIZING THE ISSUANCE IN ONE OR MORE SERIES OF NOT EXCEEDING \$5,820,000 BONDS TO FINANCE THE COST OF IMPROVEMENTS WITH RESPECT TO THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING THAT SUCH BONDS SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS LEVIED BY THE VILLAGE PURSUANT TO RESOLUTION NO. R2015-88 ON CERTAIN PROPERTY AS DESCRIBED THEREIN AND OTHER MONIES AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF SUCH BONDS; PROVIDING FOR THE CREATION OF SPECIAL FUNDS AND ACCOUNTS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

*Approval of Resolution No. R2015-88 authorizing the issuance of bonds, not exceeding \$5,820,000, for the Saddle Trail Park (South) Improvement Project and providing the framework for the bond issuance.*

- B. [15-815](#) RESOLUTION NO. 2015-85 (SPECIAL USE PERMIT USPA INTERNATIONAL CUP POLO TOURNAMENT 2015)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR THE USPA INTERNATIONAL CUP POLO TOURNAMENT 2015 EVENT UTILIZING OUTDOOR AMPLIFIED MUSIC TO BE HELD AT 13444 and 13450 SOUTHFIELDS ROAD; AND PROVIDING AN EFFECTIVE DATE.

*Approval of Resolution No. R2015-85 Special Use Permit for the USPA International Cup Polo event utilizing outdoor amplified music on November 28, 2015 from 9:00 am to 8:00 pm.*

- C. [15-801](#) RESOLUTION NO. R2015-81 (SPECIAL USE PERMIT FOR THE SMOKE INN WELLINGTON CIGAR LOUNGE)

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

*Approval of Resolution No. R2015-81 Special Use Permit for the Smoke Inn Wellington Cigar Lounge for events utilizing outdoor amplified music to be held in the parking lot directly in front of 11924 Forest Hill Boulevard, Suite 7.*

**D.     [15-841](#)         DISCUSSION OF VILLAGE MANAGER'S CONTRACT**

*Discussion of the Village Manager's contract*

**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

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**File #:** 15-668, **Version:** 1

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**ITEM: PRESENTATION BY LIZABETH OLSZEWSKI ON BEHALF OF HORSES HEALING HEARTS**

**REQUEST:** Present a five-minute presentation by Lizabeth Olszewski on behalf of Horses Healing Hearts.

**EXPLANATION:** Lizabeth Olszewski, Founder and Executive Director, will present a five-minute presentation on the mission of Horses Healing Hearts, Inc.

**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:** Present a five-minute presentation by Lizabeth Olszewski on behalf of Horses Healing Hearts.



# Village of Wellington

## Legislation Text

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**File #: 15-268, Version: 1**

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**ITEM: AUTHORIZATION TO UTILIZE A GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT AS A BASIS FOR PRICING FOR THE PURCHASE OF A NEW TELEPHONE SYSTEM**

**REQUEST:** Authorization to utilize GSA contract #GS-35F-0085U as a basis for pricing for the purchase of a new telephone system from Windstream Communications in the amount of \$197,534.82.

**EXPLANATION:** The IT Department is seeking authorization to utilize GSA contract #GS-35F-0085U, as a basis for pricing, for the purchase of a new Shoretel telephone system from Windstream Communications in the amount of \$197,534.82. The current Avaya telephone system was purchased in 2010 and is not meeting the needs of Village employees, the Customer Service Department, Utilities Department, Emergency Operations Support and ultimately Village residents. The current Avaya Telephone system has a limitation of 38 concurrent calls that the Village can take inbound and outbound. This restriction has been an ongoing issue described as “the black hole”. Callers impacted by the 38 call limitation go unanswered and unrouted. There have been numerous vendor support workarounds that continue to fail. Additionally, the manufacturer support for the existing Avaya telephone system hardware and software is currently at end of life. Upgrading the existing system will cost considerable amounts of money and resources. Instead, staff recommends procuring a new phone system that meets business needs, eliminates the 38 call restriction, is scalable as the Village moves forward, has true redundancy, and meets Emergency Operations Center requirements.

The implementation of a new Shoretel VOIP/SIP telephone system will include:

- Fail Safe Architecture (N+1 redundancy) = Always UP technology
- Emergency Operations Center Failover and Failback
- Business-Critical Reliability
- New and Improved Customer Service Call Center Functionality
- New Voicemail Technology
- Call Detail Reporting
- End User Ease of Use
- Easy to Use Handsets (Real phones not USB phones)
- New Auto Attendant Functionality
- Integrated Communicator for Presence, Instant Messaging and Conference Calls
- Real-Time Phonebook
- Solid-State Hardware with a 8-10 year Lifespan
- FULL VOIP/SIP technology = latest telecommunications lines & technology
- Find-Me-Follow-Me Technology = Phone calls follow the user
- Cost effective to maintenance and operation with current IT Staffing
- Elimination of complex and costly software upgrades common to other telephone systems

The new system offers a truly scalable solution of up to 20,000 phones with 1,000 concurrent calls.

GSA contract #GS-35F-0085U was awarded to Windstream Communications, as a reseller of the Shoretel product, effective November 9, 2012 through November 8, 2017. The contract amount for the new Shoretel

**File #: 15-268, Version: 1**

telephone system, software, handsets, installation, maintenance and training, utilizing the GSA contract as a basis for pricing, is \$197,534.82.

In order to ensure the most competitive pricing, and best overall value, staff solicited quotes from other awarded Shoretel resellers under the GSA contract as summarized below:

<b>Shoretel Reseller Firm Name</b>	<b>Amount</b>
Windstream Communications	\$ 197,534.82
BlackBox	\$ 207,822.00
TeleSwitch	\$ 225,220.75

Staff also analyzed different phone systems (Avaya IP Office and Cisco) and determined Windstream Communications provided the best overall value for the product (Shoretel) proposed. The Shoretel product provided by Windstream Communications includes a solution that eliminates the complexity and costly software/hardware upgrades common to other telephone systems; and the ability to effectively maintain/operate the system with current IT staffing.

Staff is seeking authorization to utilize the GSA contract as a basis for pricing for the purchase of the new Shoretel Telephone System hardware, software, handsets, installation, maintenance and training in the amount of \$197,534.82.

**BUDGET AMENDMENT REQUIRED:** NO

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

**FIRST READING:**                      **SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** Funds are budgeted in the 2016 fiscal year Communications and Technology Investment Budget (GL 301-0171-539.65-73).

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Authorization to utilize GSA contract #GS-35F-0085U as a basis for pricing for the purchase of a new telephone system from Windstream Communications in the amount of \$197,534.82.

Prepared for		Prepared by	
<b>Customer Name</b>	Village of Wellington	<b>Account Exec</b>	WIN Sales
<b>Address</b>	12300 Forest Blvd	<b>Phone</b>	
<b>City/State/ZIP</b>	Wellington FL	<b>Email</b>	WINSales@windstream.com
<b>Attention</b>		<b>Account Mgr</b>	Rob Bryant Jr
<b>Phone</b>		<b>Phone</b>	954-234-6525
<b>Email</b>		<b>Email</b>	Rob.Bryant@xeta.com

**References:**

<b>Quote Created</b>	8/6/2015	<b>Quote Name</b>	<b>Quote 57921</b>
		<b>Proposal No</b>	<b>44936-57921</b>

**Equipment Detail**

Village of Wellington-Shoretel				
Qty	Part No	Description	Unit Price	Total Price
1	29152	ShoreTel 14.2 Software (General Release) Enterprise and SBE 100 Customers	\$0.00	\$0.00
1	21020	Distributed Voice Services License	\$558.17	\$558.17
5	30044	Additional Site License	\$277.68	\$1,388.40
5	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	\$68.35	\$341.75
5	60047	Analog Harmonica & Telco 25PR (FF) Cable Kit for SG 30 / SG 50 / SG 90 and SG 220T1A switches	\$71.23	\$356.15
6	10260	Voice Switch SG-90 - 1U half width, Max Capacities: 90 IP phones, 4 Analog exts, 8 LS trunks, 0 Universal ports. Requires one Tray (SKU 10223) for every two units. Made in USA.	\$1,680.12	\$10,080.72
1	10259	Voice Switch SG-50 - 1U half width, Max Capacities: 50 IP phones, 2 Analog exts, 4 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. Made in USA.	\$1,119.15	\$1,119.15
2	10322	Voice Switch SG-T1k - 1U half width, Max Capacities: 1 T1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. Requires one Tray (SKU 10223) for every two units. (Requires ShoreTel 8 or later). Made in USA.	\$1,960.61	\$3,921.22
1	10321	Description ShoreGear 24A - 1U full width, Max Capacities - 24 Analog extensions. No IP Phone or trunk support. (requires ShoreTel 8 or later)	\$1,680.12	\$1,680.12
1	10384	Starter Kit : IP 930D DECT Phone - US / Canada (Includes Base, Handset & Charger) - Requires ShoreTel 14 or later	\$511.34	\$511.34
25	30039	Extension-only License (Requires ShoreTel 5.2 or higher)	\$78.54	\$1,963.50
211	10514	IP Phone IP480g, Bundled with Extension and Mailbox License - GSA Bundle	\$319.20	\$67,351.20
24	10515	IP Phone IP485g, Bundled with Extension and Mailbox License - GSA Bundle	\$352.85	\$8,468.40
15	10429	IP Phone IP 655 with anti-glare screen - (Requires ShoreTel 11.1 or later)	\$420.17	\$6,302.55
15	30035	Extension & Mailbox License	\$112.20	\$1,683.00
20	10269	IP Phone Power Adapter for Ethernet Speed of 10/100/1000 (min 10 w/o phone order)	\$24.39	\$487.80
1	30136	Virtual phone capacity license. Quantity 200. Each phone also requires an Extension license.	\$2,804.88	\$2,804.88
250	40005	Personal Access License	\$0.00	\$0.00
2	30091	10 Concurrent Audio Conferencing Ports. Requires ShoreTel 12 or later.	\$981.71	\$1,963.42
2	30093	10 Concurrent Web Conferencing Ports. Requires ShoreTel 12 or later.	\$981.71	\$1,963.42
100	30043	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge you must upgrade it to Release 5.6)	\$28.05	\$2,805.00
1	30141	License, Virtual ShoreTel Mobility Router, 10 client access licenses, and software media kit.	\$1,119.15	\$1,119.15
10	30105	Mobility Client Access License for one end user; includes one SIP Device License and one Mobile Access License (minimum order quantity is 10). Emergency Notification, 5 or fewer - Alerts up to 5 individuals with desktop screen pops as well as up to 5 individuals via telephone outcalls for a potential 10 alert recipients in total.	\$84.15	\$841.50
1	18008	ECC Base 10 Package for release 9 - Includes server based software for	\$1,234.15	\$1,234.15

Customer Initials\_\_\_\_\_

1	30133	contact center. Includes 10 Agent licenses (inbound voice / callbacks), 30 IVR Port, 1 Supervisor, 2 group/agent feed licenses. Only one Base Package needed per server.	\$4,770.54	\$4,770.54
10	30122	Enterprise Contact Center Inbound Voice License Bundle - Add-on 1 agent and 1 IVR Port (concurrent) license. These are incremental licenses over the ECC base 10 bundle. Can be used with ECC 7 or later.	\$462.80	\$4,628.00
1	18023	Contact Center Real-time Monitoring Bundle (includes 1 CC Interaction Viewer, 1 CCIR Transform Service & 5 CC Agent Dashboard user licenses). Must be installed on separate server from CC server.	\$1,682.93	\$1,682.93
20	93072	3401 Contact Center Agent Training (Per Student)	\$96.59	\$1,931.80
1	93069	3405 Contact Center System Administrator Training (Per Student)	\$385.37	\$385.37
1	93071	3404 Contact Center Supervisor Training (Per Student)	\$190.24	\$190.24
<b>SubTotal</b>				<b>\$132,533.87</b>

#### Complete Plus Maintenance

Qty	Part No	Description	Unit Price	Total Price
1	WS_Complete +	Complete Plus Maintenance with ShoreTel Partner Support (1 Yr No Phones)	\$15,408.80	\$15,408.80
<b>SubTotal</b>				<b>\$15,408.80</b>

**System SubTotal(taxes & shipping not included) \$147,942.67**

#### Services Summary

Installation	\$33,038.65
Programming	\$5,183.20
Project Management	\$4,106.05
Training	\$3,046.25
VoIP Readiness Assessment	\$4,218.00
<b>Services SubTotal</b>	<b>\$49,592.15</b>

#### Quote Summary

System Subtotal	\$147,942.67
Services Subtotal	\$49,592.15
<b>Equipment and Services Grand Total</b>	<b>\$197,534.82</b>

#### Customer:

City of Wellington

#### Project Name and Work Site:

ShoreTel Solution

12300 Forest Blvd

Wellington, FL. 33414

#### 1. Overview

- 1.1. This Statement of Work describes the Installation Services to be performed by Windstream and the terms and conditions under which the services will be provided.
- 1.2. This project is the installation of ShoreTel IP Telephone System.
- 1.3. Windstream has included Software Assurance and Support from ShoreTel for 1 year to be adjacent to Windstream Maintenance program.

#### 2. Statement of Services

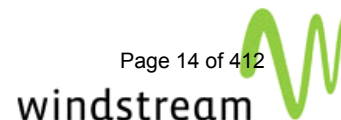
- 2.1. This project is priced as a single phase installation for each site with all work being performed on consecutive days. Costs related to delays by the Customer that occur after a mutually agreed upon schedule by all parties are not included in this quote and will be billed at the appropriate rate.
  - a. Overtime related activities assigned to this project are all service affecting tasks that will be performed outside normal business hours on a Monday through Friday (non-holiday).
  - b. All other work, including placing and testing of telephones, will be done during normal business hours (Monday through Friday between the hours of 8:00AM to 5:00PM, excluding holidays).

Customer Initials\_\_\_\_\_



- 2.2. Windstream will stage and configure the system at its staging facility.
- 2.3. Customer is responsible for providing the VMware environment to support the applications that will be virtualized in this design.
  - a. Customer is responsible for providing servers that meet ShoreTel specifications for VMware deployment.
  - b. Customer is responsible for providing the ShoreTel specified level of VMware software.
  - c. Customer is responsible for providing operating system for those instances where an instance is not part of the OVA install.
  - d. Customer is responsible for creating virtual instances and loading operating systems.
  - e. **Windstream is responsible for installation of the appropriate applications being deployed. Those applications are:**
    - i. ShoreTel HQ Server Software at City Hall
    - ii. DVS Server at Public Works
    - iii. Virtual Voice Switch at City Hall
    - iv. Virtual Service Appliance at City Hall.
    - v. Virtual Mobility Router Software at City Hall.
    - vi. Virtual Services Application Server.
    - vii. Virtual ECC
- 2.4. Windstream will install stage and test ShoreTel Mobility Router.
  - a. Windstream will provide programming for up to 20 mobile clients.
  - b. Windstream will provide programming for up to 20 SIP trunks to support Mobility.
  - c. The Customer is responsible for the installation of the client on the end user's mobile device.
- 2.5. Windstream will install and test the ShoreTel Services Application with the following services.
  - a. Windstream will provide programming for up to 20 audio ports.
  - b. Windstream will provide programming for up 20 web ports.
  - c. Windstream will provide programming for up Conference Bridge.
- 2.6. Windstream will install Shoretel ECC with 20 Agents and 1 Supervisor. Windstream will provision these 20 agents to use up to 2 skillset/Queues. ECC Reporting will be included.
- 2.7. Windstream will install the 5-ShoreGear 90 switches one (1) at each location (City Hall, Public Works, Village Park, Waste Treatment and Water Treatment.
- 2.8. Windstream will install 2-ShoreGear T1k switches one (1) at City and another at Public Works to provide PSTN access.
- 2.9. Windstream will install 24A ShoreGear switch at City Hall to provide analog stations.
- 2.10. Windstream will install and test no Ethernet routing switches with PoE that will be required to power IP telephones as part of the local area network.
- 2.11. Windstream will install the equipment in Customer provided rack space.
- 2.12. Windstream will provide system power-up, connectivity to the network interfaces and run diagnostics.
- 2.13. Windstream will verify circuit connectivity to the appropriate network facilities.
- 2.14. Windstream will work with the end user Customer to design telephone templates for standard button and feature placement on the telephone.
  - a. Windstream will provide programming and testing for up to 250 IP telephones, 211-480g, 24-485g and 15 IP655 conference phones.
  - b. Windstream will provide programing, placement and testing of 1-930D wireless telephone; Customer must supply one Ethernet drop for 930D base to link with ShoreTel system.
  - c. Windstream will provide programming, cross connection and testing for dial tone for up to 4 Customer provided analog stations or devices at City Hall, Public Works, Village Park, Waste Treatment and Water Treatment.
  - d. Windstream will provide programming, cross connection and testing for dial tone for up to 24 customer provided analog stations or devices at City Hall.
- 2.15. Windstream will install and test voice messaging with the following services.
  - a. Windstream will provide programming for up to 200 mailboxes and up to 5 automated attendants.
- 2.16. Windstream will work with the end user Customer to determine trunk routing for programming.
  - a. Windstream will provide programming for up to 2 CO trunks at each location.
  - b. Windstream will provide programming for up to 1 T1/PRIs at City Hall and Public Works.
- 2.17. Music on Hold.
  - a. For the connection of ShoreTel System to the Customer provided music-on-hold Windstream

Customer Initials\_\_\_\_\_



assumes that the Customer's equipment will be configured to match the types of inputs and cable connectors accepted by the ShoreTel system. Labor to resolve connection issues or troubleshoot problems that are outside of the ShoreTel system is not included and additional charges will apply.

2.18. Paging

- a. For the connection of the telephone system to the Customer provided paging Windstream assumes that the Customer's paging equipment is configured to match the types of inputs and cable connectors accepted by the telephone system. Labor to resolve connection issues or troubleshoot problems that are outside of the telephone system is not included and additional charges will apply.

2.19. Windstream will assign a project manager or coordinator to serve as primary interface to the Customer for the duration of the project. This individual has the responsibility to coordinate and manage all project activities and help ensure the project meets its schedule, financial and quality objectives.

2.20. **Windstream Provided Training**

- a. 40 hours of end user training (telephones with voicemail)
- b. 2 hours of basic admin training (phone and voicemail)
- c. Windstream's quote assumes all training will be conducted during normal business hours and all training classes are conducted in succession.
- d. The end user customer is responsible for the attendance of its personnel at the time the classes are scheduled.
- e. Supplemental training outside of the schedule and return trips for additional training are not included and will be an additional cost.

2.21. **Post Cutover Support**

- a. Windstream will provide a total of 10 hours (2 hours for each location) technician first day of service on the first business day following cutover.

**3. Customer Prerequisites**

- 3.1. Network assessment
- 3.2. Customer will provide UPS, equipment rack, backboard, power and grounding in accordance with the manufacturer's specifications prior to the commencement of Windstream's installation.
- 3.3. Customer will verify and arrange for installation of all applicable network connections and provide all circuit information (e.g., IP address, subnet mask, gateway, machine names and modem numbers) including network diagrams prior to the commencement of Windstream's installation.
- 3.4. Customer will ensure that a dedicated remote-access line and modem are installed no later than the date on which Windstream begins work and it is available 7x24. VPN access to the system(s) is an alternative to the remote access line and modem.
- 3.5. The Customer is responsible for ordering of all Telco and network facilities. The Customer will also ensure that the applicable Telco and/or network facilities are delivered to the appropriate equipment location, the demarcation (DMARC) is located near the equipment connecting point, accurately configured and wiring is identified at the DMARC points.
- 3.6. For the placing and/or testing of telephones and/or other station equipment the customer will provide Windstream with clear access to the telephone jack and termination point without having to move furniture or other obstacles. For telephones or devices requiring local power the AC outlets at the desktop will be immediately available to the technician without the technician having to run extension cords, rearrange other devices or otherwise be delayed by, but not limited to, the location or availability of the AC outlet.
- 3.7. Patch cables for patching from switch patch panels to station cable are not included in this quote.
- 3.8. Customer will ensure the receipt of all equipment. Retain shipping documentation, inventory shipments by box count and report any obvious external damages.

**4. Customer Cabling**

- 4.1. All station and distribution cabling from the MDF out is new or being reused and its condition is the responsibility of customer.
- 4.2. At a mutually agreed upon date prior to the commencement of this work the customer will provide Windstream's installation team with cable records and blueprints/floor plans that are coordinated with the cable records and show all data and voice locations that are relevant to Windstream's work activities.
- 4.3. Windstream assumes that all digital and/or analog station cables are home run from the station to the MDF, all intermediate termination points are already cross connected and there are no bridged stations.
- 4.4. Windstream assumes that existing station cables are terminated at the MDF and at the station in a standard configuration that does not require the technician to re-terminate the cable in order to operate the telephone or device.
- 4.5. For existing analog stations and/or devices Windstream's responsibility is to cross connect and test for dial tone.
- 4.6. No MDF re-work is included in this price. It is assumed that there is space for the telephone system's

Customer Initials\_\_\_\_\_

terminal block field without modification to the existing MDF and that the cross connects from the system's terminal block field to the existing station and trunk terminations are in the range of 5 to 15 feet and do not require special routing of the cross connects.

4.7. Tone and tag operations are NOT included in this scope of work.

#### 5. Communicator Client

5.1. For the installation of Communicator, Windstream will install with the Customer's designated staff (2) Communicators on Customer provided PCs. The Customer's staff will install the remaining clients. The installation will take place at the primary System installation site and not at a remote location. Prior to Windstream commencing the installation of Communicator the Customer's PCs must meet or exceed the published minimum software and hardware requirements for Communicator.

#### 6. Assumptions/Risks/Dependencies

- 6.1. The product equipment list provided to Windstream by ShoreTel represents all of the equipment and software that Windstream used for calculating its implementation costs. Additional equipment may result in additional cost. Windstream is not responsible for engineering design or assurance and it is assumed that all equipment being provided by ShoreTel or the Customer is engineered and designed appropriately, operational, is not defective and is the appropriate vintage and release to operate in the system being installed by Windstream without modifications and is the appropriate vintage and release to operate with associated systems. Additional costs associated with, but not limited to, troubleshooting, repairing, modifying or anything other than placing the equipment into service and testing its operation are billable at the appropriate rate.
- 6.2. Professional Services pricing for this project does not include support for the Customer provided Data Network, including DHCP/TFTP/HTTP/NETWORK QoS; this includes 48X configuration files. These services are available up request only for additional costs.
- 6.3. Unified Communications Entitlements may be included in this Design. The hardware, operating system software, and implementation services for these entitlements are not included in this scope of work.
- 6.4. The purchaser of the ShoreTel equipment must provide Windstream with the ShoreTel pre-registration form prior to the commencement of work by Windstream.
- 6.5. Union Labor is NOT included in this SOW.
- 6.6. Since this system is networked with other systems it is assumed that there is a requirement for an IP scheme and networking dial plan. Windstream assumes that these items are already designed and this site has been provided with a numbering scheme that requires no additional database discovery or design other than for the local requirements.
- 6.7. Removal of the Customer's existing telephone system and equipment is not included in this statement of work.
- 6.8. Windstream understands that this system is VoIP enabled.

#### 7. Windstream Provided VoIP Assessment

- 7.1. Windstream cannot guarantee the voice quality on the Customer's network. A network assessment/evaluation will be performed prior to deployment of VoIP. To assure the best voice quality, the VoIP network should be configured on a separate QoS enabled VLAN. The network assessment will document the existing customer network and provide a checklist and best practices to follow for issues that need to be changed on the customer network to support VoIP. Changes to the Customer network are not included in the assessment.
- 7.2. Customer must provide a layer 3 switched data network including VLANs isolated for voice devices and applications, DHCP server(s) for allocation of addresses and site specific information, security to prevent unauthorized access to the voice VLANs, and QOS and power requirements to support voice. QOS configurations (tags) are to be provided by the Customer for identifying voice traffic isolated by signaling and media streams. The Customer's network must adhere to strict guidelines to support voice including less than 1% packet loss, less than 100 ms one way delay, less than 20% jitter, and less than 10% broadcast traffic. If multicast is to be used, the switch must support IGMP snooping or CGMP, and the router must support PIM if multicast needs to cross VLANs. The scope of this project assumes the above are met and any work related to issues of the Customer data network are not included in this project.
- 7.3. Any required changes to the configuration or hardware of the Customer's data infrastructure are not included in this design, but can be included on a separate quote at the Customer's request.
- 7.4. This statement of work includes the following Windstream provided VoIP readiness testing.
- 7.5. The Windstream VoIP readiness test looks for common, network problems that are "IP Telephony-killing impairments" and would prevent a successful IP Telephony deployment. The purpose is to identify those problems and recommend actions to resolve the identified impairments. It is a snapshot in time that will help ensure success; however, it is not a guarantee of a successful deployment, nor is it a certificate of fitness. This service provides the customer with a cost-effective review of its existing IP network's ability to support VoIP in association with the pending implementation of a converged solution.

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- 7.6. The customer will provide a PC or Laptop for each location that is being assessed so that Software Agents may be installed in order to conduct the assessment and capture reporting. The assessment is done remotely and the customer will need to assist.
- 7.7. Our approach consists of four main phases:
  - a. Assessment Preparation
  - b. Preliminary VoIP Evaluation and troubleshooting
  - c. Comprehensive VoIP Assessment
  - d. Summary of results and VoIP report delivery
- 7.8. **Phase 1 Assessment Preparation** - Windstream and key end-user personnel work together to prepare the location(s) for the VoIP assessment. End user responsibilities:
  - a. Install traffic agent software on site PCs or servers per the emailed instructions.
  - b. Email to Windstream cross reference of traffic agent IP addresses and physical location names.
  - c. Email router private IP addresses and SNMP community strings to Windstream( if router monitoring is required).
  - d. Make sure the following firewall ports are open for the traffic agents to communicate to Windstream test equipment: TCP 4445 (Outbound) and Port 80.
- 7.9. **Phase 2 Preliminary Evaluation** - The objective of this phase is to run preliminary network tests to identify any problems prior to running the comprehensive assessment. It includes loading the network with the planned VoIP call volume to make sure the network will support the planned VoIP call volume prior to running the 1-3 day comprehensive assessment. Up to three preliminary tests can be run.
  - a. End user responsibilities:
    - i. Assist with any needed local debug support during preliminary network tests.
- 7.10. **Phase 3 Comprehensive Assessment** - In this phase, the three day comprehensive VoIP assessment is run. The comprehensive assessment will load the network every 15 minutes with the number of concurrent test calls needed to support the production VoIP system call requirements. Windstream's standard loading is up to 149 simultaneous test calls. Additional test call loading is available upon request for an added charge.
  - a. End user responsibilities:
    - i. Make sure traffic agent PCs at each site are left running and undisturbed for the entire three day assessment.
- 7.11. **Phase 4 VoIP Results Delivery** - In this phase, a written report is delivered that summarizes the results of the three day comprehensive VoIP assessment. If needed, a 30 minute debrief of the results will be conducted with the Windstream and the end user customer if a problem was identified. Windstream and end user responsibilities:
  - a. Attend the scheduled 30 minute debrief and discussion of the results with the Windstream engineer if needed.
  - b. End user responsibilities:
    - i. All traffic agents are to be removed from testing PCs or servers within 2 days after the assessment completion unless Windstream requests they remain in place for further testing.

#### Please Note

- Quote is valid for a specific timeframe as noted in Terms and Conditions.
- All pricing assumes Windstream installation requirements are met prior to Windstream personnel arriving on site.
- Additional charges may apply for delays which are not the responsibility of Windstream , deviations, expedites, re-scheduling of critical dates, overtime, return trips, permits, and changes requested by customer during life of project which directly result in additional costs to Windstream.
- Cutover shall be deemed to occur when the switching equipment is activated and functioning substantially to provide basic telephone service, except for minor variances in performance of the Equipment which do not materially impair basic telephone service. Windstream (and Customer) shall monitor the Equipment for ten (10) days after Cutover and prior to Acceptance. At the conclusion of the ten (10) day monitoring period, Windstream will request Acceptance by Customer noting any exceptions, and will prepare final invoice for all materials and labor.
- Any troubleshooting of equipment that is re-used or purchased from another source will incur additional costs
- Union Labor is NOT included unless stated otherwise.
- Any delay encountered by Windstream during the life of the project, which is not the responsibility of Windstream, may result in additional charges.
- Any deviation in the criteria selected in this quote during the life of the project is subject to the change order process and may incur additional labor costs.
- A 25% down payment is required with remainder invoiced upon completion of the installation.

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**Terms & Conditions**

This proposal is subject to and controlled by the Windstream Equipment Purchase & Maintenance Agreement ("Agreement"), which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the proposal and your agreement to the Agreement.

Provided that the Agreement referenced above is in effect, this quote will constitute an order from Buyer for equipment, related software, and services described herein when returned, unaltered, by Buyer to Windstream Unless the above conditions are met, neither party shall have any obligation with respect to this quote. This quote maybe withdrawn by Windstream at any time prior to processing any order contemplated hereby.

The terms and conditions contained in the Agreement and this quote apply to all transactions between Buyer and Windstream regarding equipment and services and shall control over the terms and conditions contained in any purchase order or similar document submitted by Buyer to Windstream.

No handwritten modifications to the preprinted terms and conditions of this quote are permitted unless each such modification is accepted by Windstream and any unauthorized modifications will render this quote null and void.

This proposal and the prices quoted herein are valid for 60 days. Maintenance fees are paid on an annual basis in advance. Prices are quoted in U.S. dollars. Training and Customer Service are not discountable. State and local sales taxes and shipping are not included in the price of systems or services. All third party marks are the property of their respective owners.

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Initials\_\_\_\_\_



AUTHORIZED FEDERAL ACQUISITION SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-8 Purchase of Equipment  
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-50 Training Courses

**SIN 132-8 PURCHASE OF EQUIPMENT**

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES  
FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES  
FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT  
FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT  
Installation (FPDS Code N070) for Equipment Offered

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

**SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS  
(FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for  
basic equipment)**

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(FPDS Code U012)**

**Summit Government Group**  
15850 Crabbs Branch Way  
Suite 120  
Rockville, MD 20855  
301-975-9703  
[www.summitgov.com](http://www.summitgov.com)

Contract Number: GS-35F-0085U  
Period Covered by Contract: 11/9/2012 – 11/8/2017

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #36 dated 8/10/2012.

**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Ordering:  
Summit Government Group  
15850 Crabbs Branch Way, Suite 120  
Rockville, MD 20855

Payment:  
Summit Government Group  
225 Byers Road  
Chester Springs, PA 19425

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(610) 783-6330 or (301) 975-9703

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 61-750-1502

Block 30: Type of Contractor - . Other Small Business

Block 31: Woman-Owned Small Business – No

Block 36: Contractor's Taxpayer Identification Number (TIN): 20-5006205

4a. CAGE Code: 4TZ78

4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	30 Days
132-12	30 Days
132-33	30 Days
132-34	30 Days
132-50	30 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity - None
- c. Dollar Volume - None
- d. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.



**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment

Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

**12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

**16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

## 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

**21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

[support.shoretel.com/kb/downloads/section\\_508\\_compliance.pdf](http://support.shoretel.com/kb/downloads/section_508_compliance.pdf)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the

insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

The equipment is self-installable.

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Training for system administration and implementation is available in the price schedule.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering

activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

#### **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Standard product warranty is 90 days from date of product acceptance. Product must be returned to factory for repair or replacement. Repaired or replaced product will be returned via ground shipment.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: All defective equipment must be returned to the manufacturer for repair or replacement. Customer assistance in contacting the manufacturer can be received via email at [service@summitgov.com](mailto:service@summitgov.com) or via telephone at (610) 783-6330.

#### **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

#### **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

#### **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 5 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

225 Byers Road  
Chester Springs, PA 19425

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.



- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

#### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

#### **5. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

#### **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

#### **7. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

#### **8. MAINTENANCE RATE PROVISIONS**

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

##### **b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

##### **c. AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

<u>Miles from a Service Center</u>	<u>Per Unit/System Per Month</u>
0-50	\$ 0.00
51-125	\$10.00
126-150	\$15.00
151-175	\$20.00
176-200	\$25.00
201-250	\$30.00
251-300	\$35.00

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

None

**9. REPAIR SERVICE RATE PROVISIONS**

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

(a) The repair service rates listed for subparagraph (2) above apply, except that a per mile travel charge equal to the current standard mileage rate established by the Treasury Department will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

(1) **REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) **AFTER HOURS**

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) **SUNDAYS AND HOLIDAYS**

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

**REPAIR SERVICE RATES**

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$200.00	\$100.00	\$110.50	\$125.00
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	N/A	N/A	N/A	N/A
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	N/A	N/A	N/A	N/A

\*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated July 1, 2007, at a discount of 10% from such listed prices.

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS****a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of 90 Days.

**b. REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 90 Days.

**12. INVOICES AND PAYMENTS****a. Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

**b. Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the disk for a period of thirty (30) days (or longer period, if a greater length of time is provided commercially) beginning on the first day of acceptance.**

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (610) 783-6330 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am to 5pm Eastern time.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

Software maintenance releases for one (1) year.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**5. PERIODS OF MAINTENANCE (132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. **Annual Funding.** When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. **Cross-Year Funding Within Contract Period.** Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

#### **6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to (n/a) of all term license payments during the period that the software was under a term license within the ordering activity.

#### **7. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of ( n/a) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

#### **8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software

and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **9. SOFTWARE CONVERSIONS - (132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

#### **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

**6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

**7. INVOICES AND PAYMENT**



Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

#### **8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

#### **9. "NO CHARGE" TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

All training provided free of charge will be noted in the equipment and/or software description in the price list.

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

Summit Government Group provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Mike Bahniuk, Phone (301) 975-9703, Email [mike@summitgov.com](mailto:mike@summitgov.com), Fax (301) 542-0047.

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\*SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

#### BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

## ADDENDUM 1

### AIRTIGHT NETWORKS, INC. GOVERNMENT LICENSE AGREEMENT

***THIS LICENSE AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BETWEEN AIRTIGHT NETWORKS, INC. AND THE GOVERNMENT ENTITIES PURCHASING UNDER THE GSA CONTRACT # GS-35F-0892R. IT IS A LEGALLY BINDING AGREEMENT.***

#### 1. DEFINITIONS

1.1 "You" or "Your" shall mean any government entity or organization and their agents that use AirTight products.

1.2 "AirTight," shall mean AirTight Networks, Inc.

1.3 "Documentation" shall mean the standard end-user technical documentation and specifications that AirTight supplies with the Hardware (if any) and Software. Advertising and marketing materials are not Documentation.

1.4 "Error" shall mean a reproducible failure of the Software or Hardware to perform in substantial conformity with its Documentation.

1.5 "Hardware" shall mean the hardware containing AirTight software.

1.6 "Intellectual Property Rights" shall mean copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

1.7 "Release" shall mean any Update or Upgrade if and when these are made available by AirTight. In the event of a dispute as to whether a particular Release is an Update or an Upgrade, AirTight's published designation will be final.

1.8 "Software" shall mean the software (in object code format) created or licensed by AirTight to you or loaded on AirTight Hardware and any Release thereto.

1.9 "Update" shall mean, if and when available, any error corrections, fixes, workarounds or other maintenance releases in respect of the Software provided by AirTight that do not add additional functionality to the Software.

1.10 "Upgrade" shall mean, if and when available, new releases or versions of the Software that materially improve the functionality of, or add material functional capabilities to the Software. AirTight may charge additional license fees for Upgrades.

2. CONTROLLING AGREEMENT. This Agreement along with the GSA CONTRACT # GS-35F-0892R and all applicable statutes and regulations required by law to be incorporated herein are the entire agreement between you and AirTight and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. If a third party reseller accepts the terms and conditions in your purchase order and an officer of AirTight does not sign it and return it to you, AirTight is not accepting its terms and conditions. AirTight is not obligated under any reseller's agreement unless an officer of AirTight signs the agreement.

### 3. LICENSE GRANT

3.1 Limited License. All Software is licensed, not sold and subject to this Agreement. All Hardware is sold subject to the license granted in this Agreement. For each unit of Hardware and/or Software that you purchase, AirTight grants you a non-exclusive, non-transferable (except as provided in the Section entitled Assignment), non-sublicensable license during the term of this Agreement, to install and execute such Software and Hardware for internal government purposes. You may make and retain one copy of the Software for back-up and disaster recovery purposes so long as you clearly mark it as a “back-up” or similar language.

3.2 Restrictions on Use. You shall not: (a) adapt, alter, publicly display, publicly perform, translate, create derivative works of or otherwise modify the Software; (b) sublicense, lease, rent, loan, distribute or otherwise transfer the Software to any third party (except as provided in the Section entitled Assignment); (c) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software except to the extent expressly permitted by applicable law to obtain information necessary to render the Software interoperable with other software; provided, however, that you must first request such information from AirTight and AirTight may, in its discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on such use of the source code for the Software to ensure that AirTight's and its suppliers' proprietary rights in the source code for the Software are protected; (d) remove, alter or obscure any proprietary notices on the Software or Documentation; (e) allow third parties to access or use the Software or Hardware, including but not limited to ASP, OEM or time-sharing arrangements.

3.3 Installation. You are responsible for installing the Software and Hardware (if any) unless you purchase installation services from AirTight or a third party pursuant to a separate agreement.

4. PROPRIETARY RIGHTS. You acknowledge and agree that the Software and Hardware, including but not limited to their sequence, structure, organization and source code, contains Intellectual Property Rights of AirTight and its suppliers. The Software is licensed and not sold to you, and no title or ownership to such Software or the Intellectual Property Rights embodied therein passes as a result of this Agreement or any act pursuant to this Agreement. The Software (and all Intellectual Property Rights therein) is the exclusive property of AirTight and its suppliers, and all rights in and to the Software not expressly granted to you in this Agreement, are reserved. AirTight owns all copies of the Software, however made. The Software, Hardware and related materials contain trade secrets of AirTight and you shall not disclose the Software, Hardware, Documentation, screen shots, operation of the Software and/or Hardware, or any other AirTight confidential and/or proprietary information to any third party.

### 5. LIMITED WARRANTY

5.1 Warranty. For a period of one year from your receipt of the Hardware and/or Software (the “Warranty Period”), AirTight warrants to you and for your sole benefit that, subject to the Section entitled Exclusions, the Software and Hardware when used as permitted under this Agreement and in accordance with the instructions in the Documentation, will operate substantially without Error.

5.2 Exclusions. AirTight will have no obligation to correct, and AirTight makes no warranty with respect to, Errors caused by: (a) improper installation of the Software or Hardware; (b) changes that you have made to the Software or Hardware; (c) use of the Software or Hardware in a manner inconsistent with the Documentation; (d) the combination of the Software or Hardware with hardware or software not specified in the Documentation; (e) malfunction, modification or relocation of your servers; or (f) your failure to make reasonable backups.

5.3 Remedy for Errors. For Errors reported to AirTight during the Warranty Period, your exclusive remedy and AirTight's sole liability for breach of this warranty is that AirTight shall, at its own expense, (a) use commercially reasonable efforts to make available to you, by Internet download, Updates that are

intended to correct such Errors and that AirTight makes generally available; (b) at its election, repair or replace any defective Hardware returned to AirTight within the Warranty Period. Any remedy provided under this Section 5.3 will not extend the original Warranty Period. AirTight shall have no obligation regarding Errors reported, or returns made, after the Warranty Period.

5.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 5.1, AIRTIGHT AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE SOFTWARE WILL BE ERROR FREE, OR THAT THE SOFTWARE OR HARDWARE WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: AIRTIGHT, ITS AFFILIATES, SUPPLIERS AND MANUFACTURERS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE HARDWARE OR THE SOFTWARE, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, FOR LOSS OF PRIVACY, NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IF AIRTIGHT KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR AIRTIGHT'S OBLIGATIONS UNDER THE SECTION ENTITLED INDEMNIFICATION, AIRTIGHT'S, ITS AFFILIATES', SUPPLIERS' AND MANUFACTURERS' TOTAL CUMULATIVE LIABILITY FOR ACTUAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE HARDWARE, OR THE SOFTWARE, SHALL NOT EXCEED THE PRICE AIRTIGHT RECEIVED FOR SUCH HARDWARE OR SOFTWARE, REGARDLESS OF THE CAUSE OR FORM OF ACTION. THIS SECTION SHALL APPLY EVEN IF YOUR EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT THE PRICES AND FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT AIRTIGHT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

## 7. INFRINGEMENT INDEMNIFICATION

7.1 AirTight's Obligation. Subject to the Sections entitled *Conditions* and *Exclusions*, if a third party makes a claim against you alleging that the Hardware or Software infringes any U.S. patent, trademark, or copyright registered or issued as of the Start Date, AirTight shall: (a) pay all costs to defend you and/or reimburse you for such costs; and (b) pay any damages assessed against you in a final judgment by a court of competent jurisdiction or any settlement that is agreed upon with such third party.

7.2 Conditions. AirTight shall be obligated to pay these costs only if you: (a) notify AirTight promptly in writing of any such claim; (b) give AirTight full information to the extent not prohibited by law or policy; (c) make reasonable efforts to reach agreement with AirTight on case strategy and settlement; and (d) give AirTight a reasonable opportunity to participate in its defense.

7.3 Exclusions. AirTight shall not be liable for: (a) any use of the Hardware or Software not in accordance with this Agreement or the Documentation; (c) for any claim based on the use or a combination of the Hardware or Software with any other software, firmware, hardware or data not specified in the Documentation; (d) use of any Release of the Software other than the most current Release made available to you; or (e) any alterations or modification of the Hardware or Software by any person other than AirTight or its authorized agents.



7.4. Cure. In the event AirTight is required, or in AirTight's opinion is likely to be required, to indemnify you under the Section entitled *AirTight's Obligation*, AirTight shall do one of the following: (a) obtain the right for you to continue using the Hardware or Software; (b) replace or modify the Hardware or Software with a functional equivalent that is non-infringing; or (c) terminate this Agreement and refund any fee AirTight received.

8. RISKS. AirTight products may be capable of operating at frequencies beyond those allowed in your region and locating and disabling targeted wireless devices and computers. YOU USE AIRTIGHT PRODUCTS AT YOUR OWN RISK.

9. EXPORT RESTRICTIONS. You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. You assume sole responsibility for any required export approval and/or licenses and all related costs. You shall not acquire, ship, transfer or re-export, directly or indirectly, the Hardware and Software to proscribed, embargoed, or prohibited countries or their nationals, denied destinations, nor use it for nuclear activities, chemical biological weapons or missile projects. Proscribed countries, destinations, and people are set forth in the United States Export Administration Regulations, and the Office of Foreign Asset Control's Specially Designated Nationals list, and are subject to change without further notice from AirTight.

10. U.S. GOVERNMENT END USERS. The Software covered under this Agreement, is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software and any other software and documentation covered under this Agreement with only those rights set forth therein.

11. CONSENT TO USE OF DATA. You agree that AirTight and its affiliates may collect and use information that is personally identifiable to you. We collect two types of information.

- **Technical Information** regarding the AirTight products and your hardware or software, including, but not limited to, server installation and activation information, license key expiration, server logs, Media Access Control (MAC) addresses, Internet Protocol (IP) addresses, wireless network (WLAN) information and sensor details. The product features allowing us to collect Technical Information are enabled by default to connect via the Internet to AirTight's and/or its affiliates' computer systems automatically, and may occur without separate notice to you. You consent to the operation of these features. You may choose not to give us this information by not activating or installing the product.
- **Personal Information** (name, address, telephone number, company name and email address), collected, for example, as part of shipping, servicing or registering a product. If we collect Personal Information we will expressly ask you for it. You may choose not to give us this information at the time we request it, but it may prevent us from shipping or servicing the product.

AirTight and its affiliates may use Technical and Personal Information solely to improve our products or to provide customized services or technologies to you. AirTight will not disclose this information in a form that personally identifies you except to third party providers that we utilize to service or ship the products. We may disclose the collected information if required to by law or court order. Information that is collected by or sent to AirTight may be stored and processed in the United States, India or any other country in which AirTight, its affiliates, subsidiaries or agents maintain facilities. You may contact us regarding the collection and use of Technical and Personal Information or this provision at [support@airtightnetworks.net](mailto:support@airtightnetworks.net) or by writing us at 339 No. Bernardo Avenue, Suite 200, Mountain View, CA 94043 USA.

12. GENERAL

**12.1 Term.** *This Agreement shall start on the date you award a contract for the Software or Hardware (the “Start Date”) and shall continue in full force and effect until it expires pursuant to the period of use that you purchased or unless earlier terminated as described in the Section entitled Termination.*

**12.2 Termination.** Without prejudice to any other rights, AirTight may terminate this Agreement if you do not comply with it. You may terminate this Agreement at anytime. Upon termination of this Agreement for any reason: (a) all license rights granted in this Agreement will immediately terminate and you must promptly stop all use of the Software; (b) AirTight's obligation to provide services under any service agreement terminates; (c) you must erase all copies of the Software from your computers, and destroy all copies of the Software and Documentation on tangible media in your possession or control. Termination of this Agreement will not affect your right to otherwise use or transfer the Hardware purchased from AirTight once Software is removed.

**12.3 Survival.** The Sections entitled Controlling Agreement, Proprietary Rights, Limited Warranty, Limitation of Liability, Risks, Export Restrictions, Termination, Governing Law and Venue and Severability shall survive the expiration or termination of this Agreement. AirTight's obligations under the Section entitled Infringement Indemnification shall survive only for claims based on use of the Hardware or Software during the licensed term.

**12.4 Assignment.** Assignment of this Agreement is governed by the applicable Federal Acquisition Regulations.

**12.5 Equitable Relief.** You agree that the Software and Hardware contains AirTight's valuable trade secrets and proprietary information and that any actual or threatened disclosure or misappropriation of such information would constitute immediate, irreparable harm to AirTight for which monetary damages would be an inadequate remedy. Therefore, in addition to any other rights and remedies which may be available to AirTight at law or in equity, any such actual or threatened disclosure may be stopped through injunctive proceedings without the posting of a bond.

**12.6 Waivers and Amendments.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be amended only by a written document signed by you and AirTight.

**12.7 Severability.** If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.



## ADDENDUM 2

### ShoreTel Government End User License Agreement

This End User License Agreement (the "Agreement") is a legal Agreement between you (either an individual or an entity) and ShoreTel, Inc. (the "Company"), regarding the use of the Company's software, which may include user documentation provided in "online" or electronic form (the "Software").

**Grant of License.** This Agreement permits you to use the software products you acquired as described in the cover sheet, for internal purposes only. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.

**Copyright.** The Software is owned by the Company or its suppliers or licensors and is protected by United States copyright laws and international treaty provisions. Therefore, you may not use, copy, or distribute the Software without authorization.

**Restrictions.** You may not rent, lease, loan or sublicense the Software. Except as expressly provided herein, you may not transfer any or all of your rights under this Agreement. You may transfer your rights under this Agreement with prior written consent from the Company in case you are acquired or merge with other entity, provided you transfer this Agreement, the Software and all accompanying printed materials, retain no copies, and the recipient agrees to the terms of this Agreement. You may not modify, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify or create derivative works based upon the Software. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY THE COMPANY.

**Limited Warranty.** The Company warrants that the Software will perform in accordance with its documentation and that the media on which the Software is furnished under normal use will be free from defects in materials and workmanship for a period of ninety (90) days from the date of receipt. This warranty is valid only for the original purchaser. Some states do not allow limitations on implied warranties, so the above limitation may not apply to you. The Company's entire liability and your exclusive remedy under this warranty will be repair, replacement or refund of non-compliant performance of Software and replacement of the defective media that does not meet the Company's limited warranty and that is returned to the Company or a Company authorized representative with a copy of your receipt. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

**NO OTHER WARRANTIES.** YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILED BY THE SOFTWARE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**U.S. Government-Restricted Rights.** The Software and accompanying documentation are deemed to be "commercial computer Software" and "commercial computer Software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except as to the extent expressly permitted by the terms of this Agreement.

**Export Restrictions.** You may not download, export, or reexport the Software (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

**General.** The Company's licensors are third party beneficiaries of this Agreement and certain provisions herein are made expressly for the benefit of, and are enforceable by, such licensors.

Should you have any questions concerning this Agreement, or if you desire to contact the Company for any reason, please contact: Legal Department ShoreTel, Inc 960 Stewart Drive Sunnyvale, CA 94085 Tel: 408.331.3300/ Fax: 408.331.3333

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
AirTight Networks	PS-T-SE-OS-1	One (1) day on-site training (travel & expense additional)	\$1,552.44
AirTight Networks	SA-210-GoldMTC	Standard ApplianceGold Maintenance	\$1,745.53
AirTight Networks	SA-210-HA-GoldMTC	Standard ApplianceGold Maintenance	\$1,745.53
AirTight Networks	SA-210-HA-PlatMTC	Standard AppliancePlatinum Maintenance	\$2,327.70
AirTight Networks	SA-210-HA-SilverMTC	Standard Appliance Silver Maintenance	\$1,163.37
AirTight Networks	SA-210-HA-SWMTC	Standard Appliance Silver Maintenance	\$873.25
AirTight Networks	SA-210-PlatMTC	Standard AppliancePlatinum Maintenance	\$2,327.70
AirTight Networks	SA-210-SilverMTC	Standard Appliance Silver Maintenance	\$1,163.37
AirTight Networks	SA-210-SWMTC	Standard Appliance Silver Maintenance	\$873.25
AirTight Networks	SA-220-GoldMTC	Support & Maintenance, Gold level	\$1,745.53
AirTight Networks	SA-220-HA-GoldMTC	Support & Maintenance, Gold level	\$1,745.53
AirTight Networks	SA-220-HA-PlatMTC	Support & Maintenance, Platinum level	\$2,327.70
AirTight Networks	SA-220-HA-SilverMTC	Standard Appliance Silver Maintenance	\$1,163.37
AirTight Networks	SA-220-HA-SWMTC	Standard Appliance Silver Maintenance	\$873.25
AirTight Networks	SA-220-PlatMTC	Support & Maintenance, Platinum level	\$2,327.70
AirTight Networks	SA-220-SilverMTC	Standard Appliance Silver Maintenance	\$1,163.37
AirTight Networks	SA-220-SWMTC	Standard Appliance Silver Maintenance	\$873.25
AirTight Networks	SA-250	AirTight SpectraGuard Enterprise Model SA-250 Appliance with Advanced WIPS Management License for 50 Sensors. Supports up to 200 sensors.	\$9,415.95
AirTight Networks	SA-250-GoldMTC	Support & Maintenance, Gold level	\$1,745.53
AirTight Networks	SA-250-HA	AirTight SpectraGuard Enterprise Model SA-250 Appliance configured for High Availability mode. To be used with SA-250 primary appliance.	\$9,415.95
AirTight Networks	SA-250-HA-GoldMTC	Support & Maintenance, Gold level	\$1,745.53
AirTight Networks	SA-250-HA-PlatMTC	Support & Maintenance, Platinum level	\$2,327.70
AirTight Networks	SA-250-HA-SilverMTC	Standard Appliance Silver Maintenance	\$1,163.37
AirTight Networks	SA-250-HA-SWMTC	Standard Appliance Silver Maintenance	\$873.25
AirTight Networks	SA-250-PlatMTC	Support & Maintenance, Platinum level	\$2,327.70
AirTight Networks	SA-250-SilverMTC	Standard Appliance Silver Maintenance	\$1,163.37
AirTight Networks	SA-250-SWMTC	Standard Appliance Silver Maintenance	\$873.25
AirTight Networks	SA-300-GoldMTC	Support & Maintenance, Gold level	\$2,269.48
AirTight Networks	SA-300-HA-GoldMTC	Support & Maintenance, Gold level	\$2,269.48
AirTight Networks	SA-300-HA-PlatMTC	Support & Maintenance, Platinum level	\$3,026.29
AirTight Networks	SA-300-HA-SilverMTC	Premium Appliance Silver Maintenance	\$1,512.66

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
AirTight Networks	SA-300-HA-SWMTC	Premium Appliance Silver Maintenance	\$1,135.22
AirTight Networks	SA-300-PlatMTC	Support & Maintenance, Platinum level	\$3,026.30
AirTight Networks	SA-300-SilverMTC	Premium Appliance Silver Maintenance	\$1,512.66
AirTight Networks	SA-300-SWMTC	Premium Appliance Silver Maintenance	\$1,135.22
AirTight Networks	SA-320-GoldMTC	Support & Maintenance, Gold level	\$2,269.48
AirTight Networks	SA-320-HA-GoldMTC	Support & Maintenance, Gold level	\$2,269.48
AirTight Networks	SA-320-HA-PlatMTC	Support & Maintenance, Platinum level	\$3,026.30
AirTight Networks	SA-320-HA-SilverMTC	Premium Appliance Silver Maintenance	\$1,512.66
AirTight Networks	SA-320-HA-SWMTC	Premium Appliance Silver Maintenance	\$1,135.22
AirTight Networks	SA-320-PlatMTC	Support & Maintenance, Platinum level	\$3,026.30
AirTight Networks	SA-320-SilverMTC	Premium Appliance Silver Maintenance	\$1,512.66
AirTight Networks	SA-320-SWMTC	Premium Appliance Silver Maintenance	\$1,135.22
AirTight Networks	SA-350	AirTight SpectraGuard Enterprise Model SA-350 Appliance with Advanced WIPS Management License for 50 Sensors. Hard-disk redundancy (RAID-1) as well as power-supply & uplink Ethernet port redundancy are provided. Supports up to 600 sensors.	\$18,836.60
AirTight Networks	SA-350-GoldMTC	Support & Maintenance, Gold level	\$3,492.03
AirTight Networks	SA-350-HA	AirTight SpectraGuard Enterprise Model SA-350 Appliance configured for High Availability mode. To be used with SA-350 primary appliance.	\$18,836.60
AirTight Networks	SA-350-HA-GoldMTC	Support & Maintenance, Gold level	\$3,492.03
AirTight Networks	SA-350-HA-PlatMTC	Support & Maintenance, Platinum level	\$4,656.36
AirTight Networks	SA-350-HA-SilverMTC	Premium Appliance Silver Maintenance	\$2,327.70
AirTight Networks	SA-350-HA-SWMTC	Premium Appliance Silver Maintenance	\$1,746.50
AirTight Networks	SA-350-PlatMTC	Support & Maintenance, Platinum level	\$4,656.36
AirTight Networks	SA-350-SilverMTC	Premium Appliance Silver Maintenance	\$2,327.70
AirTight Networks	SA-350-SWMTC	Premium Appliance Silver Maintenance	\$1,746.50
AirTight Networks	SAFE-HW	SpectraGuard SAFE Appliance for management of up to 25,000 SAFE clients. Does not include SAFE Client management license. Add SAFE-SW-250 licenses as required.	\$9,415.95
AirTight Networks	SAFE-HW-GoldMTC	SAFE-HW Support & Maintenance, Gold level for SAFE Appliance	\$1,745.53
AirTight Networks	SAFE-SW-250	One year license for deploying SpectraGuard SAFE software on up to 250 endpoints using SpectraGuard Enterprise Server or McAfee ePO Server. SpectraGuard Enterprise Server / McAfee ePO Server NOT included	\$4,705.89

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
AirTight Networks	SAFE-VM-250	One year license for deploying SpectraGuard SAFE software on 250 endpoints using virtual SAFE Management server on VMWare vSphere or ESx Server. VMWare licenses NOT included	\$5,882.92
AirTight Networks	SA-SW-HP-ZL-GoldMTC	SGE Software for HP ProCurve ONE Services zl ModuleGold Maintenance	\$1,745.53
AirTight Networks	SA-SW-HP-ZL-PlatMTC	SGE Software for HP ProCurve ONE Services zl ModulePlatinum Maintenance	\$2,327.69
AirTight Networks	SA-SW-HP-ZL-SilverMTC	SGE Software for HP ProCurve ONE Services zl Module Silver Maintenance	\$1,163.36
AirTight Networks	SA-SW-HP-ZL-SWMTC	SGE Software for HP ProCurve ONE Services zl Module Silver Maintenance	\$873.25
AirTight Networks	SE-MNC-2S-GoldMTC	Support & Maintenance, Gold level	\$3,492.03
AirTight Networks	SE-MNC-2S-PlatMTC	Support & Maintenance, Platinum level	\$4,656.36
AirTight Networks	SE-MNC-2S-SilverMTC	SpectraGuard MNC Silver Maintenance	\$2,327.69
AirTight Networks	SE-MNC-2S-SWMTC	SpectraGuard MNC Silver Maintenance	\$1,746.50
AirTight Networks	SE-MNC-2S-UL-1-GoldMTC	Support & Maintenance, Gold level	\$872.28
AirTight Networks	SE-MNC-2S-UL-1-PlatMTC	Support & Maintenance, Platinum level	\$1,163.36
AirTight Networks	SE-MNC-2S-UL-1-SilverMTC	Upgrade License Silver Maintenance	\$581.20
AirTight Networks	SE-MNC-2S-UL-1-SWMTC	Upgrade License Silver Maintenance	\$436.62
AirTight Networks	SE-SGM-2S	SpectraGuard Manager for centrally managing multiple SpectraGuard Enterprise Servers. Includes license for managing two appliances.	\$9,415.95
AirTight Networks	SE-SGM-2S-GoldMTC	SE-SGM-2S Support & Maintenance, Gold level for SGM Appliance	\$1,745.53
AirTight Networks	SE-SGM-UL-1	SpectraGuard Manager upgrade license for managing an additional SpectraGuard Enterprise Server.	\$4,705.62
AirTight Networks	SE-SGM-UL-1-GoldMTC	SE-SGM-UL-1 Support & Maintenance, Gold level for SGM Appliance	\$872.28
AirTight Networks	SE-SKB2-802.11n-GoldMTC	SpectraGuard Enterprise Starter KitGold Maintenance	\$1,745.53
AirTight Networks	SE-SKB2-802.11n-PlatMTC	SpectraGuard Enterprise Starter KitPlatinum Maintenance	\$2,327.70
AirTight Networks	SE-SKB2-802.11n-SilverMTC	SpectraGuard Enterprise Starter Kit Silver Maintenance	\$1,163.37
AirTight Networks	SE-SKB2-802.11n-SWMTC	SpectraGuard Enterprise Starter Kit Silver Maintenance	\$873.25
AirTight Networks	SE-SKB2-GoldMTC	SpectraGuard Enterprise Starter KitGold Maintenance	\$1,745.53
AirTight Networks	SE-SKB2-PlatMTC	SpectraGuard Enterprise Starter KitPlatinum Maintenance	\$2,327.70
AirTight Networks	SE-SKB2-SilverMTC	SpectraGuard Enterprise Starter Kit Silver Maintenance	\$1,163.37
AirTight Networks	SE-SKB2-SWMTC	SpectraGuard Enterprise Starter Kit Silver Maintenance	\$873.25

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
AirTight Networks	SE-SKB3-802.11n-GoldMTC	SpectraGuard Enterprise Starter Kit with SAFE Server licenseGold Maintenance	\$2,444.13
AirTight Networks	SE-SKB3-802.11n-PlatMTC	SpectraGuard Enterprise Starter Kit with SAFE Server licensePlatinum Maintenance	\$3,259.16
AirTight Networks	SE-SKB3-802.11n-SilverMTC	SpectraGuard Enterprise Starter Kit with SAFE Server license Silver Maintenance	\$1,629.10
AirTight Networks	SE-SKB3-802.11n-SWMTC	SpectraGuard Enterprise Starter Kit with SAFE Server license Silver Maintenance	\$1,222.55
AirTight Networks	SE-SKB3-GoldMTC	SpectraGuard Enterprise Starter Kit with SAFE Server licenseGold Maintenance	\$2,444.13
AirTight Networks	SE-SKB3-PlatMTC	SpectraGuard Enterprise Starter Kit with SAFE Server licensePlatinum Maintenance	\$3,259.16
AirTight Networks	SE-SKB3-SilverMTC	SpectraGuard Enterprise Starter Kit with SAFE Server license Silver Maintenance	\$1,629.10
AirTight Networks	SE-SKB3-SWMTC	SpectraGuard Enterprise Starter Kit with SAFE Server license Silver Maintenance	\$1,222.55
AirTight Networks	SE-SKB6-802.11n	AirTight SpectraGuard Enterprise Model SA-350 Appliance (includes Advanced WIPS Management License for 50 Sensors), two (2) SpectraGuard SS-300-AT-C-05 Sensors, and one (1) Site Planning for Security (PS-P-SS-50K). Limit one starter kit per account.	\$18,836.60
AirTight Networks	SE-SKB6-802.11n-GoldMTC	SpectraGuard Enterprise Premium Starter KitGold Maintenance	\$3,492.03
AirTight Networks	SE-SKB6-802.11n-PlatMTC	SpectraGuard Enterprise Premium Starter KitPlatinum Maintenance	\$4,656.36
AirTight Networks	SE-SKB6-802.11n-SilverMTC	SpectraGuard Enterprise Premium Starter Kit Silver Maintenance	\$2,327.70
AirTight Networks	SE-SKB6-802.11n-SWMTC	SpectraGuard Enterprise Premium Starter Kit Silver Maintenance	\$1,746.50
AirTight Networks	SE-SKB6-GoldMTC	SpectraGuard Enterprise Premium Starter KitGold Maintenance	\$3,492.03
AirTight Networks	SE-SKB6-PlatMTC	SpectraGuard Enterprise Premium Starter KitPlatinum Maintenance	\$4,656.36
AirTight Networks	SE-SKB6-SilverMTC	SpectraGuard Enterprise Premium Starter Kit Silver Maintenance	\$2,327.70
AirTight Networks	SE-SKB6-SWMTC	SpectraGuard Enterprise Premium Starter Kit Silver Maintenance	\$1,746.50



MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
AirTight Networks	SE-SKB7-802.11n-GoldMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server licenseGold Maintenance	\$4,190.63
AirTight Networks	SE-SKB7-802.11n-PlatMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server licensePlatinum Maintenance	\$5,587.83
AirTight Networks	SE-SKB7-802.11n-SilverMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server license Silver Maintenance	\$2,793.43
AirTight Networks	SE-SKB7-802.11n-SWMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server license Silver Maintenance	\$2,095.80
AirTight Networks	SE-SKB7-GoldMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server licenseGold Maintenance	\$4,190.63
AirTight Networks	SE-SKB7-PlatMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server licensePlatinum Maintenance	\$5,587.83
AirTight Networks	SE-SKB7-SilverMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server license Silver Maintenance	\$2,793.43
AirTight Networks	SE-SKB7-SWMTC	SpectraGuard Enterprise Premium Starter Kit with SAFE Server license Silver Maintenance	\$2,095.80
AirTight Networks	SE-SW-VM-50	SpectraGuard Enterprise Virtual Server bundle that works with VMWare vSphere or ESx server, and can support up to 600 SpectraGuard Sensors. Includes license for 50 Sensors. VMWare licenses NOT included.	\$5,647.69
AirTight Networks	SE-SW-VM-50-GoldMTC	SE-SW-VM-50 Support & Maintenance, Gold level for VM Bundle	\$1,046.93
AirTight Networks	SE-UL-50-ADV-PlatMTC	Support & Maintenance, Platinum level	\$2,327.70
AirTight Networks	SE-UL-50-ADV-SilverMTC	50-Sensor ADV License Upgrade Silver Maintenance	\$1,163.36
AirTight Networks	SE-UL-50-ADV-SWMTC	50-Sensor ADV License Upgrade Silver Maintenance	\$873.25
AirTight Networks	SE-UL-50-STD	50 Sensor Standard WIPS license upgrade for SpectraGuard Enterprise (supports Intrusion Detection, Prevention, Location Tracking, RF Heat Maps, and Reporting).	\$4,705.62
AirTight Networks	SE-UL-50-STD-GoldMTC	Support & Maintenance, Gold level	\$872.28
AirTight Networks	SE-UL-50-STD-PlatMTC	Support & Maintenance, Platinum level	\$1,163.37
AirTight Networks	SE-UL-50-STD-SilverMTC	50-Sensor STD License Upgrade Silver Maintenance	\$581.20
AirTight Networks	SE-UL-50-STD-SWMTC	50-Sensor STD License Upgrade Silver Maintenance	\$436.62
AirTight Networks	SE-UL-LP-GoldMTC	Support & Maintenance, Gold level	\$872.28
AirTight Networks	SE-UL-LP-PlatMTC	Support & Maintenance, Platinum level	\$1,163.36
AirTight Networks	SE-UL-SF-GoldMTC	Support & Maintenance, Gold level	\$872.28
AirTight Networks	SE-UL-SF-PlatMTC	Support & Maintenance, Platinum level	\$1,163.36
AirTight Networks	SE-UL-SS-25-GoldMTC	25-Sensor License UpgradeGold Maintenance	\$435.65

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
AirTight Networks	SE-UL-SS-25-PlatMTC	25-Sensor License UpgradePlatinum Maintenance	\$581.20
AirTight Networks	SE-UL-SS-25-SilverMTC	25-Sensor License Upgrade Silver Maintenance	\$290.11
AirTight Networks	SE-UL-SS-25-SWMTC	25-Sensor License Upgrade Silver Maintenance	\$218.31
AirTight Networks	SE-UL-SS-50-GoldMTC	Support & Maintenance, Gold level	\$872.28
AirTight Networks	SE-UL-SS-50-PlatMTC	Support & Maintenance, Platinum level	\$1,163.36
AirTight Networks	SF-ENT-CL-25-GoldMTC	Support & Maintenance, Gold level	\$87.32
AirTight Networks	SF-ENT-CL-25-PlatMTC	Support & Maintenance, Platinum level	\$116.43
AirTight Networks	SF-ENT-CL-25-SilverMTC	SAFE Client license Silver Maintenance	\$58.22
AirTight Networks	SF-ENT-CL-25-SWMTC	SAFE Client license Silver Maintenance	\$43.66
AirTight Networks	SF-ENT-SA-210-GoldMTC	SAFE Server ApplianceGold Maintenance	\$1,221.58
AirTight Networks	SF-ENT-SA-210-PlatMTC	SAFE Server AppliancePlatinum Maintenance	\$1,629.10
AirTight Networks	SF-ENT-SA-210-SilverMTC	SAFE Server Appliance Silver Maintenance	\$814.07
AirTight Networks	SF-ENT-SA-210-SWMTC	SAFE Server Appliance Silver Maintenance	\$611.27
AirTight Networks	SF-ENT-SA-25-GoldMTC	Support & Maintenance, Gold level	\$1,221.58
AirTight Networks	SF-ENT-SA-25-PlatMTC	Support & Maintenance, Platinum level	\$1,629.10
AirTight Networks	SF-MCF-CL-500-GoldMTC	Support & Maintenance, Gold level	\$1,745.53
AirTight Networks	SF-UL-SE-GoldMTC	Support & Maintenance, Gold level	\$1,396.23
AirTight Networks	SF-UL-SE-PlatMTC	Support & Maintenance, Platinum level	\$1,861.96
AirTight Networks	SF-UL-SE-SilverMTC	Upgrade to Enterprise Silver Maintenance	\$930.50
AirTight Networks	SF-UL-SE-SWMTC	Upgrade to Enterprise Silver Maintenance	\$698.60
AirTight Networks	SP-PRO	Site Planning Software for WLAN AP and Security Sensor Coverage, Performance and Optimization with outdoor support and report generation - Single Seat License	\$3,763.55
AirTight Networks	SP-PRO-GoldMTC	Support & Maintenance, Gold level	\$697.63
AirTight Networks	SP-PRO-PlatMTC	Support & Maintenance, Platinum level	\$930.50
AirTight Networks	SP-PRO-SilverMTC	Planning Software - Professional Silver Maintenance	\$464.76
AirTight Networks	SP-PRO-SWMTC	Planning Software - Professional Silver Maintenance	\$349.30
AirTight Networks	SP-STD-GoldMTC	Support & Maintenance, Gold level	\$435.65
AirTight Networks	SP-STD-PlatMTC	Planning Software - StandardPlatinum Maintenance	\$581.20
AirTight Networks	SP-STD-SilverMTC	Planning Software - Standard Silver Maintenance	\$290.11
AirTight Networks	SP-STD-SWMTC	Planning Software - Standard Silver Maintenance	\$218.31
AirTight Networks	SP-STD-UL-PRO-GoldMTC	License UpgradeGold Maintenance	\$305.64
AirTight Networks	SP-STD-UL-PRO-PlatMTC	License UpgradePlatinum Maintenance	\$407.52
AirTight Networks	SP-STD-UL-PRO-SilverMTC	License Upgrade Silver Maintenance	\$203.76
AirTight Networks	SP-STD-UL-PRO-SWMTC	License Upgrade Silver Maintenance	\$153.30
AirTight Networks	SS-200-AT-01-GoldMTC	Standard SensorGold Maintenance	\$138.75

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AirTight Networks	SS-200-AT-01-PlatMTC	Standard SensorPlatinum Maintenance	\$185.32
AirTight Networks	SS-200-AT-01-SilverMTC	Standard Sensor Silver Maintenance	\$92.18
AirTight Networks	SS-200-AT-01-SWMTC	Standard Sensor Silver Maintenance	\$69.86
AirTight Networks	SS-200-AT-AN-10-2-GoldMTC	Antenna BundleGold Maintenance	\$23.28
AirTight Networks	SS-200-AT-AN-10-2-PlatMTC	Antenna BundlePlatinum Maintenance	\$29.11
AirTight Networks	SS-200-AT-AN-10-2-SilverMTC	Antenna Bundle Silver Maintenance	\$17.46
AirTight Networks	SS-200-AT-AN-30-2-GoldMTC	Antenna BundleGold Maintenance	\$29.11
AirTight Networks	SS-200-AT-AN-30-2-PlatMTC	Antenna BundlePlatinum Maintenance	\$36.87
AirTight Networks	SS-200-AT-AN-30-2-SilverMTC	Antenna Bundle Silver Maintenance	\$22.32
AirTight Networks	SS-200-AT-C-05-GoldMTC	Support & Maintenance, Gold level	\$147.49
AirTight Networks	SS-200-AT-C-05-PlatMTC	Support & Maintenance, Platinum level	\$196.97
AirTight Networks	SS-200-AT-C-05-SilverMTC	Connectorized Sensor Silver Maintenance	\$97.99
AirTight Networks	SS-200-AT-C-05-SWMTC	Connectorized Sensor Silver Maintenance	\$73.74
AirTight Networks	SS-200-AT-OD-Kit-EX-GoldMTC	NEMA Enclosure for extreme weather conditionsGold Maintenance	\$290.12
AirTight Networks	SS-200-AT-OD-Kit-EX-PlatMTC	NEMA Enclosure for extreme weather conditionsPlatinum Maintenance	\$362.88
AirTight Networks	SS-200-AT-OD-Kit-EX-SilverMTC	NEMA Enclosure for extreme weather conditions Silver Maintenance	\$218.32
AirTight Networks	SS-200-AT-OD-Kit-EX-SWMTC	NEMA Enclosure for extreme weather conditions Silver Maintenance	\$73.79
AirTight Networks	SS-200-AT-OD-Kit-GoldMTC	NEMA Enclosure Gold Maintenance	\$231.90
AirTight Networks	SS-200-AT-OD-Kit-PlatMTC	NEMA Enclosure Platinum Maintenance	\$290.12
AirTight Networks	SS-200-AT-OD-Kit-SilverMTC	NEMA Enclosure Silver Maintenance	\$174.65
AirTight Networks	SS-200-AT-OD-Kit-SWMTC	NEMA Enclosure Silver Maintenance	\$73.79
AirTight Networks	SS-300-AN-ID-10-6	802.11abgn 2.4/5 GHz 3/4 dBi Dual-band 6-Pack Mini MIMO Omnidirectional Antenna	\$235.52
AirTight Networks	SS-300-AN-ID-50-3	802.11abgn 2.4/5 GHz 3/4 dBi Dual-band 3-Pack Mini MIMO Omnidirectional Antenna	\$235.52
AirTight Networks	SS-300-AN-OD-10-6	802.11abgn 2.4/5 GHz 6 dBi MIMO Outdoor Dual Band Omnidirectional Antenna 6-Pack Dual Band Leads	\$471.03
AirTight Networks	SS-300-AT-AN-10-2-GoldMTC	Antenna BundleGold Maintenance	\$23.28

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AirTight Networks	SS-300-AT-AN-10-2-SilverMTC	Antenna Bundle Silver Maintenance	\$17.46
AirTight Networks	SS-300-AT-AN-20-2-PlatMTC	Antenna BundlePlatinum Maintenance	\$29.11
AirTight Networks	SS-300-AT-AN-30-2-GoldMTC	Antenna BundleGold Maintenance	\$23.28
AirTight Networks	SS-300-AT-AN-30-2-GoldMTC	Antenna BundleGold Maintenance	\$40.76
AirTight Networks	SS-300-AT-AN-30-2-GoldMTC	Antenna BundleGold Maintenance	\$29.11
AirTight Networks	SS-300-AT-AN-30-2-GoldMTC	Indoor AntennaGold Maintenance	\$23.28
AirTight Networks	SS-300-AT-AN-30-2-PlatMTC	Antenna BundlePlatinum Maintenance	\$29.11
AirTight Networks	SS-300-AT-AN-30-2-SilverMTC	Antenna Bundle Silver Maintenance	\$17.46
AirTight Networks	SS-300-AT-AN-30-2-SilverMTC	Antenna Bundle Silver Maintenance	\$31.05
AirTight Networks	SS-300-AT-AN-30-2-SilverMTC	Antenna Bundle Silver Maintenance	\$22.32
AirTight Networks	SS-300-AT-AN-30-2-SilverMTC	Indoor Antenna Silver Maintenance	\$17.46
AirTight Networks	SS-300-AT-AN-40-2-PlatMTC	Antenna BundlePlatinum Maintenance	\$36.87
AirTight Networks	SS-300-AT-AN-50-PlatMTC	Indoor AntennaPlatinum Maintenance	\$29.11
AirTight Networks	SS-300-AT-AN-BUN-1-PlatMTC	Antenna BundlePlatinum Maintenance	\$51.43
AirTight Networks	SS-300-AT-C-05-GoldMTC	Support & Maintenance, Gold level	\$173.68
AirTight Networks	SS-300-AT-C-05-PlatMTC	Support & Maintenance, Platinum level	\$231.90
AirTight Networks	SS-300-AT-C-10-GoldMTC	Support & Maintenance, Gold level	\$173.68
AirTight Networks	SS-300-AT-C-10-PlatMTC	Connectorized 802.11n SensorPlatinum Maintenance	\$231.90
AirTight Networks	SS-300-AT-C-10-SilverMTC	Connectorized 802.11n Sensor Silver Maintenance	\$115.47
AirTight Networks	SS-300-AT-C-10-SWMTC	Connectorized 802.11n Sensor Silver Maintenance	\$87.32
AirTight Networks	SS-300-AT-OD-Kit	NEMA Enclosure Kit with the 802.11n Sensor	\$2,067.84
AirTight Networks	SS-300-AT-OD-Kit-EX	NEMA Enclosure Kit (for extreme weather conditions) with the 802.11n Sensor	\$2,538.87
AirTight Networks	SS-300-AT-OD-Kit-EX-PlatMTC	Support & Maintenance, Platinum level	\$391.99
AirTight Networks	SS-300-AT-OD-Kit-EX-SilverMTC	NEMA Enclosure for extreme weather conditions Silver Maintenance	\$235.78

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
AirTight Networks	SS-300-AT-OD-Kit-EX-SWMTC	NEMA Enclosure for extreme weather conditions Silver Maintenance	\$104.79
AirTight Networks	SS-300-AT-OD-Kit-PlatMTC	Support & Maintenance, Platinum level	\$319.22
AirTight Networks	SS-300-AT-OD-Kit-SilverMTC	NEMA Enclosure Silver Maintenance	\$192.11
AirTight Networks	SS-300-AT-OD-Kit-SWMTC	NEMA Enclosure Silver Maintenance	\$104.79
AirTight Networks	SS-PoE-AT	One port PoE injector for SpectraGuard Sensor models SS-300-AT and SS-200-AT (supports 802.3af). COMPATIBLE with Y-cable splitter.	\$56.52
Belkin	BE106001-06TAA	6 Outlet, 6 ft Surge, TAA	\$14.58
Belkin	CNS08-T-06TAA	Conserve Surge with Timer, TAA	\$34.52
Belkin	F1D9008b06	Belkin Smart DVI-D to VGA cable, 6ft	\$84.39
Belkin	F1D9009b06	Belkin Smart VGA to DVI-D cable, 6ft	\$84.39
Belkin	F1D9010b06	Belkin Smart VGA/PS2 to VGA/USB cable, 6ft	\$84.39
Belkin	F1D9011b06	Belkin Smart USB to DVI-I cable, 6ft	\$84.39
Belkin	F1DC101H-TAA	19" Widescreen Rack Console, TAA	\$804.96
Belkin	F1DC108H-TAA	19" Widescreen Rack Console with 8-port KVM, TAA	\$1,150.27
Belkin	F1DC116H-TAA	19" Widescreen Rack Console with 16-port KVM, TAA	\$1,380.47
Belkin	F1DN102B	SECURE 2-Port DVI-I KVM; NIAP EAL4+; USB IN/OUT; TAA	\$421.28
Belkin	F1DN102C	SECURE 2-Port DVI-I KVM PLUS; NIAP EAL4+; USB IN/OUT; TAA	\$459.65
Belkin	F1DN102D	OMNIVIEW SECURE 2PORT KVM * EAL4; NIAP; DVI	\$382.91
Belkin	F1DN102U	OMNIVIEW SECURE 2PORT KVM * EAL4; NIAP; USB IN & OUT	\$230.20
Belkin	F1DN104B	SECURE 4-Port DVI-I KVM; NIAP EAL4+; USB IN/OUT; TAA	\$536.38
Belkin	F1DN104C	SECURE 4-Port DVI-I KVM PLUS; NIAP EAL4+; USB IN/OUT; TAA	\$574.75
Belkin	F1DN104D	OMNIVIEW SECURE 4PORT KVM * EAL4; NIAP; DVI	\$459.65
Belkin	F1DN104E	SECURE 4-Port DVI-I DUAL HEAD KVM; NIAP EAL4+; USB IN/OUT; TAA	\$827.98
Belkin	F1DN104F	SECURE 4-Port DVI-I DUAL HEAD KVM PLUS; NIAP EAL4+; USB IN/OUT; TAA	\$866.35
Belkin	F1DN104U	OMNIVIEW SECURE 4PORT KVM * EAL4; NIAP; USB IN & OUT	\$306.93
Belkin	F1DN108U	OMNIVIEW SECURE 8PORT KVM * EAL4; NIAP; USB IN & OUT	\$536.38
Belkin	LCLC083-01M-TAA	TAA DUPLEX SINGLEMODE FIBER CABLE - LC/LC;8.3/125; 1M	\$79.79
Belkin	LCLC083-02M-TAA	TAA DUPLEX SINGLEMODE FIBER CABLE - LC/LC;8.3/125; 2M	\$82.86
Belkin	LCLC083-03M-TAA	TAA DUPLEX SINGLEMODE FIBER CABLE - LC/LC;8.3/125; 3M	\$85.93
Belkin	LCLC083-05M-TAA	TAA DUPLEX SINGLEMODE FIBER CABLE - LC/LC;8.3/125; 5M	\$91.30
Belkin	LCLC083-10M-TAA	TAA DUPLEX SINGLEMODE FIBER CABLE - LC/LC;8.3/125; 10M	\$100.51
Belkin	LCLC500-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;50/125; 1M	\$45.26

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
Belkin	LCLC500-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;50/125; 2M	\$48.33
Belkin	LCLC500-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;50/125; 3M	\$50.63
Belkin	LCLC500-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;50/125; 5M	\$59.08
Belkin	LCLC500-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;50/125; 10M	\$72.89
Belkin	LCLC625-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;62.5/125; 1M	\$45.26
Belkin	LCLC625-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;62.5/125; 2M	\$47.56
Belkin	LCLC625-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;62.5/125; 3M	\$49.10
Belkin	LCLC625-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;62.5/125; 5M	\$52.94
Belkin	LCLC625-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/LC;62.5/125; 10M	\$62.14
Belkin	LCSC083-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;8.3/125; 1M	\$63.68
Belkin	LCSC083-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;8.3/125; 2M	\$67.52
Belkin	LCSC083-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;8.3/125; 3M	\$70.59
Belkin	LCSC083-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;8.3/125; 5M	\$75.96
Belkin	LCSC083-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;8.3/125; 10M	\$89.77
Belkin	LCSC625-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;62.5/125; 1M	\$43.73
Belkin	LCSC625-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;62.5/125; 2M	\$45.26
Belkin	LCSC625-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;62.5/125; 3M	\$47.56
Belkin	LCSC625-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;62.5/125; 5M	\$51.40
Belkin	LCSC625-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/SC;62.5/125; 10M	\$60.61
Belkin	LCST625-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/ST;62.5/125; 1M	\$43.73
Belkin	LCST625-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/ST;62.5/125; 2M	\$45.26
Belkin	LCST625-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/ST;62.5/125; 3M	\$47.56
Belkin	LCST625-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/ST;62.5/125; 5M	\$51.40
Belkin	LCST625-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - LC/ST;62.5/125; 10M	\$60.61
Belkin	RK1000	42U ENCLOSURE; 24"W X 42"D X 80"H; 19" EIA RAILS; PERF FRONT DOOR/SPLIT PERF REAR DOORS; INCL SIDE PANELS, TAA	\$1,296.82
Belkin	RK1002	24U ENCLOSURE; 24"W X 42"D X 48"H; 19" EIA RAILS; PERF FRONT DOOR/SPLIT PERF REAR DOORS; INCL SIDE PANELS, TAA	\$1,074.29
Belkin	RK1003	12U WALL MNT ENCLOSURE; 21.25"W X 24.5"D X 24"H; 19" EIA RAILS; PLEXI FRONT DOOR; SOLID/MOUNTING REAR DOOR, TAA	\$479.59
Belkin	RK1004	13U ENCLOSURE; 24"W X 32" D X 30"H; 19" EIA RAILS; PLEXI FRONT DOOR; SOLID REAR DOOR, TAA	\$980.66
Belkin	RK2000	42U 2-POST RACK; 20.31"W X 84"H; 19" EIA RAILS, TAA	\$226.36
Belkin	RK2001	24U 2-POST RACK; 20.31"W X 48"H; 19" EIA RAILS, TAA	\$203.34
Belkin	RK4000	42U 4-POST OPEN RACK; 20.7"W X 29.5" D X 82.7"H; 19" EIA RAILS, TAA	\$433.54

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
Belkin	SCSC625-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - SC/SC;62.5/125; 1M	\$29.92
Belkin	SCSC625-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - SC/SC;62.5/125; 2M	\$31.45
Belkin	SCSC625-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - SC/SC;62.5/125; 3M	\$33.75
Belkin	SCSC625-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - SC/SC;62.5/125; 5M	\$38.36
Belkin	SCSC625-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - SC/SC;62.5/125; 10M	\$49.87
Belkin	STSC625-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/SC;62.5/125; 1M	\$29.92
Belkin	STSC625-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/SC;62.5/125; 2M	\$31.45
Belkin	STSC625-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/SC;62.5/125; 3M	\$33.75
Belkin	STSC625-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/SC;62.5/125; 5M	\$38.36
Belkin	STSC625-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/SC;62.5/125; 10M	\$49.87
Belkin	STST625-01M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/ST;62.5/125; 1M	\$29.92
Belkin	STST625-02M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/ST;62.5/125; 2M	\$31.45
Belkin	STST625-03M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/ST;62.5/125; 3M	\$33.75
Belkin	STST625-05M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/ST;62.5/125; 5M	\$36.05
Belkin	STST625-10M-TAA	TAA DUPLEX MULTIMODE FIBER CABLE - ST/ST;62.5/125; 10M	\$38.36
Belkin	TAA791-01-BLK	Belkin TAA Compliant CAT5e Patch Cable, 1 foot, Black	\$5.36
Belkin	TAA791-01-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 1 foot, Black	\$6.13
Belkin	TAA791-01-BLU	Belkin TAA Compliant CAT5e Patch Cable, 1 foot, Blue	\$5.36
Belkin	TAA791-01-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 1 foot, Blue	\$6.13
Belkin	TAA791-01-GRY	Belkin TAA Compliant CAT5e Patch Cable, 1 foot, Gray	\$5.36
Belkin	TAA791-01-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 1 foot, Gray	\$6.13
Belkin	TAA791-01-RED	Belkin TAA Compliant CAT5e Patch Cable, 1 foot, Red	\$5.36
Belkin	TAA791-01-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 1 foot, Red	\$6.13
Belkin	TAA791-03-BLK	Belkin TAA Compliant CAT5e Patch Cable, 3 foot, Black	\$6.13
Belkin	TAA791-03-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 3 foot, Black	\$6.89
Belkin	TAA791-03-BLU	Belkin TAA Compliant CAT5e Patch Cable, 3 foot, Blue	\$6.13
Belkin	TAA791-03-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 3 foot, Blue	\$6.89
Belkin	TAA791-03-GRY	Belkin TAA Compliant CAT5e Patch Cable, 3 foot, Gray	\$6.13
Belkin	TAA791-03-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 3 foot, Gray	\$6.89
Belkin	TAA791-03-RED	Belkin TAA Compliant CAT5e Patch Cable, 3 foot, Red	\$6.13

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
Belkin	TAA791-03-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 3 foot, Red	\$6.89
Belkin	TAA791-05-BLK	Belkin TAA Compliant CAT5e Patch Cable, 5 foot, Black	\$7.66
Belkin	TAA791-05-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 5 foot, Black	\$8.43
Belkin	TAA791-05-BLU	Belkin TAA Compliant CAT5e Patch Cable, 5 foot, Blue	\$7.66
Belkin	TAA791-05-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 5 foot, Blue	\$8.43
Belkin	TAA791-05-GRY	Belkin TAA Compliant CAT5e Patch Cable, 5 foot, Gray	\$7.66
Belkin	TAA791-05-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 5 foot, Gray	\$8.43
Belkin	TAA791-05-RED	Belkin TAA Compliant CAT5e Patch Cable, 5 foot, Red	\$7.66
Belkin	TAA791-05-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 5 foot, Red	\$8.43
Belkin	TAA791-07-BLK	Belkin TAA Compliant CAT5e Patch Cable, 7 foot, Black	\$8.43
Belkin	TAA791-07-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 7 foot, Black	\$9.20
Belkin	TAA791-07-BLU	Belkin TAA Compliant CAT5e Patch Cable, 7 foot, Blue	\$8.43
Belkin	TAA791-07-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 7 foot, Blue	\$9.20
Belkin	TAA791-07-GRY	Belkin TAA Compliant CAT5e Patch Cable, 7 foot, Gray	\$8.43
Belkin	TAA791-07-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 7 foot, Gray	\$9.20
Belkin	TAA791-07-RED	Belkin TAA Compliant CAT5e Patch Cable, 7 foot, Red	\$8.43
Belkin	TAA791-07-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 7 foot, Red	\$9.20
Belkin	TAA791-10-BLK	Belkin TAA Compliant CAT5e Patch Cable, 10 foot, Black	\$9.96
Belkin	TAA791-10-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 10 foot, Black	\$10.73
Belkin	TAA791-10-BLU	Belkin TAA Compliant CAT5e Patch Cable, 10 foot, Blue	\$9.96
Belkin	TAA791-10-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 10 foot, Blue	\$10.73
Belkin	TAA791-10-GRY	Belkin TAA Compliant CAT5e Patch Cable, 10 foot, Gray	\$9.96
Belkin	TAA791-10-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 10 foot, Gray	\$10.73
Belkin	TAA791-10-RED	Belkin TAA Compliant CAT5e Patch Cable, 10 foot, Red	\$9.96
Belkin	TAA791-10-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 10 foot, Red	\$10.73
Belkin	TAA791-14-BLK	Belkin TAA Compliant CAT5e Patch Cable, 14 foot, Black	\$12.27



<b>MFR</b>	<b>MFR PART NUMBER</b>	<b>PRODUCT DESCRIPTION</b>	<b>GSA PRICE WITH IFF</b>
Belkin	TAA791-14-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 14 foot, Black	\$13.03
Belkin	TAA791-14-BLU	Belkin TAA Compliant CAT5e Patch Cable, 14 foot, Blue	\$12.27
Belkin	TAA791-14-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 14 foot, Blue	\$13.03
Belkin	TAA791-14-GRY	Belkin TAA Compliant CAT5e Patch Cable, 14 foot, Gray	\$12.27
Belkin	TAA791-14-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 14 foot, Gray	\$13.03
Belkin	TAA791-14-RED	Belkin TAA Compliant CAT5e Patch Cable, 14 foot, Red	\$12.27
Belkin	TAA791-14-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 14 foot, Red	\$13.03
Belkin	TAA791-20-BLK	Belkin TAA Compliant CAT5e Patch Cable, 20 foot, Black	\$14.57
Belkin	TAA791-20-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 20 foot, Black	\$15.34
Belkin	TAA791-20-BLU	Belkin TAA Compliant CAT5e Patch Cable, 20 foot, Blue	\$14.57
Belkin	TAA791-20-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 20 foot, Blue	\$15.34
Belkin	TAA791-20-GRY	Belkin TAA Compliant CAT5e Patch Cable, 20 foot, Gray	\$14.57
Belkin	TAA791-20-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 20 foot, Gray	\$15.34
Belkin	TAA791-20-RED	Belkin TAA Compliant CAT5e Patch Cable, 20 foot, Red	\$14.57
Belkin	TAA791-20-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 20 foot, Red	\$15.34
Belkin	TAA791-25-BLK	Belkin TAA Compliant CAT5e Patch Cable, 25 foot, Black	\$16.87
Belkin	TAA791-25-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 25 foot, Black	\$17.64
Belkin	TAA791-25-BLU	Belkin TAA Compliant CAT5e Patch Cable, 25 foot, Blue	\$16.87
Belkin	TAA791-25-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 25 foot, Blue	\$17.64
Belkin	TAA791-25-GRY	Belkin TAA Compliant CAT5e Patch Cable, 25 foot, Gray	\$16.87
Belkin	TAA791-25-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 25 foot, Gray	\$17.64
Belkin	TAA791-25-RED	Belkin TAA Compliant CAT5e Patch Cable, 25 foot, Red	\$16.87
Belkin	TAA791-25-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 25 foot, Red	\$17.64
Belkin	TAA791-50-BLK	Belkin TAA Compliant CAT5e Patch Cable, 50 foot, Black	\$26.85

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
Belkin	TAA791-50-BLK-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 50 foot, Black	\$27.61
Belkin	TAA791-50-BLU	Belkin TAA Compliant CAT5e Patch Cable, 50 foot, Blue	\$26.85
Belkin	TAA791-50-BLU-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 50 foot, Blue	\$27.61
Belkin	TAA791-50-GRY	Belkin TAA Compliant CAT5e Patch Cable, 50 foot, Gray	\$26.85
Belkin	TAA791-50-GRY-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 50 foot, Gray	\$27.61
Belkin	TAA791-50-RED	Belkin TAA Compliant CAT5e Patch Cable, 50 foot, Red	\$26.85
Belkin	TAA791-50-RED-S	Belkin TAA Compliant CAT5e Snagless Patch Cable , 50 foot, Red	\$27.61
Belkin	TAA980-01-BLK	Belkin TAA Compliant CAT6 Patch Cable, 1 foot, Black	\$6.89
Belkin	TAA980-01-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 1 foot, Black	\$7.66
Belkin	TAA980-01-BLU	Belkin TAA Compliant CAT6 Patch Cable, 1 foot, Blue	\$6.89
Belkin	TAA980-01-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 1 foot, Blue	\$7.66
Belkin	TAA980-01-GRY	Belkin TAA Compliant CAT6 Patch Cable, 1 foot, Gray	\$6.89
Belkin	TAA980-01-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 1 foot, Gray	\$7.66
Belkin	TAA980-01-RED	Belkin TAA Compliant CAT6 Patch Cable, 1 foot, Red	\$6.89
Belkin	TAA980-01-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 1 foot, Red	\$7.66
Belkin	TAA980-03-BLK	Belkin TAA Compliant CAT6 Patch Cable, 3 foot, Black	\$8.43
Belkin	TAA980-03-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 3 foot, Black	\$9.20
Belkin	TAA980-03-BLU	Belkin TAA Compliant CAT6 Patch Cable, 3 foot, Blue	\$8.43
Belkin	TAA980-03-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 3 foot, Blue	\$9.20
Belkin	TAA980-03-GRY	Belkin TAA Compliant CAT6 Patch Cable, 3 foot, Gray	\$8.43
Belkin	TAA980-03-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 3 foot, Gray	\$9.20
Belkin	TAA980-03-RED	Belkin TAA Compliant CAT6 Patch Cable, 3 foot, Red	\$8.43
Belkin	TAA980-03-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 3 foot, Red	\$9.20
Belkin	TAA980-05-BLK	Belkin TAA Compliant CAT6 Patch Cable, 5 foot, Black	\$9.96
Belkin	TAA980-05-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 5 foot, Black	\$10.73
Belkin	TAA980-05-BLU	Belkin TAA Compliant CAT6 Patch Cable, 5 foot, Blue	\$9.96
Belkin	TAA980-05-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 5 foot, Blue	\$10.73
Belkin	TAA980-05-GRY	Belkin TAA Compliant CAT6 Patch Cable, 5 foot, Gray	\$9.96
Belkin	TAA980-05-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 5 foot, Gray	\$10.73
Belkin	TAA980-05-RED	Belkin TAA Compliant CAT6 Patch Cable, 5 foot, Red	\$9.96
Belkin	TAA980-05-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 5 foot, Red	\$10.73
Belkin	TAA980-07-BLK	Belkin TAA Compliant CAT6 Patch Cable, 7 foot, Black	\$11.50

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
Belkin	TAA980-07-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 7 foot, Black	\$12.27
Belkin	TAA980-07-BLU	Belkin TAA Compliant CAT6 Patch Cable, 7 foot, Blue	\$11.50
Belkin	TAA980-07-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 7 foot, Blue	\$12.27
Belkin	TAA980-07-GRY	Belkin TAA Compliant CAT6 Patch Cable, 7 foot, Gray	\$11.50
Belkin	TAA980-07-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 7 foot, Gray	\$12.27
Belkin	TAA980-07-RED	Belkin TAA Compliant CAT6 Patch Cable, 7 foot, Red	\$11.50
Belkin	TAA980-07-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 7 foot, Red	\$12.27
Belkin	TAA980-10-BLK	Belkin TAA Compliant CAT6 Patch Cable, 10 foot, Black	\$13.03
Belkin	TAA980-10-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 10 foot, Black	\$13.80
Belkin	TAA980-10-BLU	Belkin TAA Compliant CAT6 Patch Cable, 10 foot, Blue	\$13.03
Belkin	TAA980-10-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 10 foot, Blue	\$13.80
Belkin	TAA980-10-GRY	Belkin TAA Compliant CAT6 Patch Cable, 10 foot, Gray	\$13.03
Belkin	TAA980-10-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 10 foot, Gray	\$13.80
Belkin	TAA980-10-RED	Belkin TAA Compliant CAT6 Patch Cable, 10 foot, Red	\$13.03
Belkin	TAA980-10-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 10 foot, Red	\$13.80
Belkin	TAA980-14-BLK	Belkin TAA Compliant CAT6 Patch Cable, 14 foot, Black	\$16.10
Belkin	TAA980-14-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 14 foot, Black	\$16.87
Belkin	TAA980-14-BLU	Belkin TAA Compliant CAT6 Patch Cable, 14 foot, Blue	\$16.10
Belkin	TAA980-14-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 14 foot, Blue	\$16.87
Belkin	TAA980-14-GRY	Belkin TAA Compliant CAT6 Patch Cable, 14 foot, Gray	\$16.10
Belkin	TAA980-14-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 14 foot, Gray	\$16.87
Belkin	TAA980-14-RED	Belkin TAA Compliant CAT6 Patch Cable, 14 foot, Red	\$16.10
Belkin	TAA980-14-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 14 foot, Red	\$16.87
Belkin	TAA980-20-BLK	Belkin TAA Compliant CAT6 Patch Cable, 20 foot, Black	\$19.17
Belkin	TAA980-20-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 20 foot, Black	\$19.94
Belkin	TAA980-20-BLU	Belkin TAA Compliant CAT6 Patch Cable, 20 foot, Blue	\$19.17
Belkin	TAA980-20-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 20 foot, Blue	\$19.94
Belkin	TAA980-20-GRY	Belkin TAA Compliant CAT6 Patch Cable, 20 foot, Gray	\$19.17
Belkin	TAA980-20-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 20 foot, Gray	\$19.94
Belkin	TAA980-20-RED	Belkin TAA Compliant CAT6 Patch Cable, 20 foot, Red	\$19.17
Belkin	TAA980-20-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 20 foot, Red	\$19.94
Belkin	TAA980-25-BLK	Belkin TAA Compliant CAT6 Patch Cable, 25 foot, Black	\$23.01

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
Belkin	TAA980-25-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 25 foot, Black	\$23.78
Belkin	TAA980-25-BLU	Belkin TAA Compliant CAT6 Patch Cable, 25 foot, Blue	\$23.01
Belkin	TAA980-25-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 25 foot, Blue	\$23.78
Belkin	TAA980-25-GRY	Belkin TAA Compliant CAT6 Patch Cable, 25 foot, Gray	\$23.01
Belkin	TAA980-25-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 25 foot, Gray	\$23.78
Belkin	TAA980-25-RED	Belkin TAA Compliant CAT6 Patch Cable, 25 foot, Red	\$23.01
Belkin	TAA980-25-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 25 foot, Red	\$23.78
Belkin	TAA980-50-BLK	Belkin TAA Compliant CAT6 Patch Cable, 50 foot, Black	\$35.29
Belkin	TAA980-50-BLK-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 50 foot, Black	\$36.05
Belkin	TAA980-50-BLU	Belkin TAA Compliant CAT6 Patch Cable, 50 foot, Blue	\$35.29
Belkin	TAA980-50-BLU-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 50 foot, Blue	\$36.05
Belkin	TAA980-50-GRY	Belkin TAA Compliant CAT6 Patch Cable, 50 foot, Gray	\$35.29
Belkin	TAA980-50-GRY-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 50 foot, Gray	\$36.05
Belkin	TAA980-50-RED	Belkin TAA Compliant CAT6 Patch Cable, 50 foot, Red	\$35.29
Belkin	TAA980-50-RED-S	Belkin TAA Compliant CAT6 Snagless Patch Cable, 50 foot, Red	\$36.05
ioSafe	SG0064GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 64GB SSD, 1year DRS	\$737.89
ioSafe	SG0064GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 64GB SSD, 3year DRS	\$934.67
ioSafe	SG0064GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 64GB SSD, 5year DRS	\$1,131.45
ioSafe	SG0128GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 128GB SSD, 1year DRS	\$983.87
ioSafe	SG0128GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 128GB SSD, 3year DRS	\$1,180.64
ioSafe	SG0128GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 128GB SSD, 5year DRS	\$1,377.42
ioSafe	SG0256GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 256GB SSD, 1year DRS	\$1,475.81
ioSafe	SG0256GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 256GB SSD, 3year DRS	\$1,672.58
ioSafe	SG0256GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 256GB SSD, 5year DRS	\$1,869.36
ioSafe	SG0512GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 512GB SSD, 1year DRS	\$2,951.63
ioSafe	SG0512GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 512GB SSD, 3year DRS	\$3,148.40
ioSafe	SG0512GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 512GB SSD, 5year DRS	\$3,345.18
ioSafe	SH1000GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, eSATA-USB2, 1year DRS	\$245.95
ioSafe	SH1000GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, eSATA-USB2, 3year DRS	\$295.15
ioSafe	SH1000GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, eSATA-USB2, 5year DRS	\$344.34

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ioSafe	SH1500GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 1.5TB, eSATA-USB2, 1year DRS	\$314.83
ioSafe	SH1500GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 1.5TB, eSATA-USB2, 3year DRS	\$364.02
ioSafe	SH1500GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 1.5TB, eSATA-USB2, 5year DRS	\$413.22
ioSafe	SH2000GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, eSATA-USB2, 1year DRS	\$413.22
ioSafe	SH2000GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, eSATA-USB2, 3year DRS	\$462.41
ioSafe	SH2000GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, eSATA-USB2, 5year DRS	\$511.61
ioSafe	SJ1000GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, USB3, 1year DRS	\$245.95
ioSafe	SJ1000GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, USB3, 3year DRS	\$295.15
ioSafe	SJ1000GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, USB3, 5year DRS	\$344.34
ioSafe	SJ1500GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 1.5TB, USB3, 1year DRS	\$314.83
ioSafe	SJ1500GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 1.5TB, USB3, 3year DRS	\$364.02
ioSafe	SJ1500GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 1.5TB, USB3, 5year DRS	\$413.22
ioSafe	SJ2000GB1YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, USB3, 1year DRS	\$413.22
ioSafe	SJ2000GB3YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, USB3, 3year DRS	\$462.41
ioSafe	SJ2000GB5YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, USB3, 5year DRS	\$511.61
ioSafe	SL1000GBUSB20	Desktop Ext. HDD, Fireproof Waterproof, 1TB, USB2, 1year DRS	\$226.28
ioSafe	SL1000GBUSB203YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, USB2, 3year DRS	\$275.48
ioSafe	SL1000GBUSB205YR	Desktop Ext. HDD, Fireproof Waterproof, 1TB, USB2, 5year DRS	\$324.66
ioSafe	SL2000GBUSB20	Desktop Ext. HDD, Fireproof Waterproof, 2TB, USB2, 1year DRS	\$393.54
ioSafe	SL2000GBUSB203YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, USB2, 3year DRS	\$442.73
ioSafe	SL2000GBUSB205YR	Desktop Ext. HDD, Fireproof Waterproof, 2TB, USB2, 5year DRS	\$491.93
ioSafe	SL3YRUPGRADE	DRS Upgrade, 3 year, ioSafe Solo or SoloPRO (non-SSD)	\$49.18
ioSafe	SL5YRUPGRADE	DRS Upgrade, 5 year, ioSafe Solo or SoloPRO (non-SSD)	\$98.38
Neat Company	00315	NeatDesk with NeatWorks Software v 4.0	\$423.24
Neat Company	00322	NeatReceipts for MAC (Advance Release)	\$169.27
Neat Company	00346	NeatReceipts with NeatWorks Software v 4.0	\$169.27
ShoreTel	10134	Shoregear 120/24	\$3,925.54

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	10143	ShoreTel On-site Travel Expense (First day estimate)	\$864.48
ShoreTel	10150	Other Equipment: Rack Mount Ears (10 pairs, 8 screws per pair)	\$117.88
ShoreTel	10151	Other Equipment: Harmonica for ShoreGear 40/8	\$33.79
ShoreTel	10162	Other Equipment: Handset, IP Phone	\$21.22
ShoreTel	10169	Other Equipment: IP560 (S2/S6) Wall Mount Kit	\$9.62
ShoreTel	10195	Other Equipment: IP110 / BB24 Wall Mount Kit	\$10.22
ShoreTel	10206	Sm. Business Edition Recovery CD, Dell SC430 Ver 01	\$19.65
ShoreTel	10210	Sm. Business Edition Recovery CD, Optiplex 170L Ver 01	\$19.65
ShoreTel	10211	Other Equipment: IP212K/230 Wall Mount Kit	\$10.22
ShoreTel	10212	Kit, SBE Recovery DVD OPT210L VER01	\$19.65
ShoreTel	10222	Kit, SBE Recovery DVD OPT320 VER01	\$19.65
ShoreTel	10223	Other Equipment: Kit, rack mounting tray, for ShoreGear Switch 1U half width, holds two 1U half width switches	\$74.66
ShoreTel	10229	ShoreGear 220T1A - 1U half width, Max Capacities - 1 T1, 220 IP phones, 4 Analog exts, 2 LS trunks, 0 Universal ports. When digital trunk capacity is reached, IP phone capacity is still 70. Requires one Tray (SKU 10223) for every two units.	\$5,104.38
ShoreTel	10245	Converged Conference Bridges Base, Audio Conference SW with 12 Ports	\$7,308.82
ShoreTel	10246	Converged Conference Bridges Base, Audio & Web Conference SW with 12 Ports	\$12,024.18
ShoreTel	10247	Converged Conference Bridges Add-on, Audio Conference SW (12 Ports)	\$5,501.26
ShoreTel	10248	Converged Conference Bridges Add-on, Audio & Web Conference SW (12 Ports)	\$7,073.05
ShoreTel	10249	Converged Conference Bridges Base, Conference Bridge Upgrade, 1st 12 Web Ports	\$4,715.37
ShoreTel	10250	Converged Conference Bridges Base, Conference Bridge Upgrade, additional 12 Web Ports	\$5,501.26
ShoreTel	10257	Kit, Demo Recovery DVD USA D520 ST 7	\$27.51
ShoreTel	10259	ShoreGear 50 - 1U half width, Max Capacities - 50 IP phones, 2 Analog exts, 4 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	\$1,567.86

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	10260	ShoreGear 90 - 1U half width, Max Capacities - 90 IP phones, 4 Analog exts, 8 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	\$2,353.75
ShoreTel	10261	ShoreGear 220T1 - 1U half width, Max Capacities - 1 T1, 220 IP phones, 0 analog exts, 0 LS trunks, 0 universal ports. When digital trunk capacity is reached, IP phone capacity is still 100. Requires one Tray (SKU 10223) for every two units.	\$4,711.44
ShoreTel	10269	ShorePhone Power Adapter for Ethernet Speed of 10/100/1000 (min 10 w/o phone order)	\$27.51
ShoreTel	10274	ShorePhone IP8000 - Conference Phone, Bundle (Includes 2 SIP Trunk Licenses). For use with ST 7.5 and earlier only.	\$1,020.88
ShoreTel	10277	ShorePhone IP 8000 - Conference Phone, Bundle (Includes 1 SIP Device License). For use with ST 8 only. - for US installations only	\$1,020.88
ShoreTel	10278	ShorePhone, IP 115 Black, TAA	\$211.41
ShoreTel	10279	ShorePhone, IP 230 Black, TAA	\$329.29
ShoreTel	10280	ShorePhone, IP 265 Black, TAA	\$447.17
ShoreTel	10282	ShorePhone IP265 Black, Bundled with Extension and Mailbox License - GSA Bundle	\$447.17
ShoreTel	10283	BUNDLE, GSA : SHOREPHONE IP 265 (BLK), EXTENSION + MAILBOX LICENSE	\$447.17
ShoreTel	10284	BUNDLE, GSA : SHOREPHONE IP 115 (BLK), EXTENSION + MAILBOX LICENSE	\$282.14
ShoreTel	10285	BUNDLE, GSA : SHOREPHONE IP 115 (SLV), EXTENSION + MAILBOX LICENSE	\$282.14
ShoreTel	10286	BUNDLE, GSA : SHOREPHONE IP 212K (BLK), EXTENSION + MAILBOX LICENSE	\$392.16
ShoreTel	10287	BUNDLE, GSA : SHOREPHONE IP 212K (SLV), EXTENSION + MAILBOX LICENSE	\$392.16
ShoreTel	10288	BUNDLE, GSA : SHOREPHONE IP 230 (BLK), EXTENSION + MAILBOX LICENSE	\$360.73
ShoreTel	10289	BUNDLE, GSA : SHOREPHONE IP 230 (SLV), EXTENSION + MAILBOX LICENSE	\$360.73
ShoreTel	10290	BUNDLE, GSA : SHOREPHONE IP 230G (BLK), EXTENSION + MAILBOX LICENSE	\$415.74

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	10291	BUNDLE, GSA : SHOREPHONE IP 230G (SLV), EXTENSION + MAILBOX LICENSE	\$415.74
ShoreTel	10294	BUNDLE, GSA : SHOREPHONE IP 560G (BLK), EXTENSION + MAILBOX LICENSE	\$494.33
ShoreTel	10295	BUNDLE, GSA : SHOREPHONE IP 560G (SLV), EXTENSION + MAILBOX LICENSE	\$494.33
ShoreTel	10296	BUNDLE, GSA : SHOREPHONE IP 565 (BLK), EXTENSION + MAILBOX LICENSE	\$627.93
ShoreTel	10297	BUNDLE, GSA : SHOREPHONE IP 565G (SLV), EXTENSION + MAILBOX LICENSE	\$627.93
ShoreTel	10298	BUNDLE, GSA: SHOREPHONE IP 655 EXTENSION + MAILBOX LICENSE	\$703.38
ShoreTel	10304	ShoreTel Voice Mail Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10305	ShoreTel 110/115 IP Phone Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10306	ShoreTel 110/115 IP Phone User Guide, Doc. Pack, Qty 25	\$98.24
ShoreTel	10307	ShoreTel 212k IP Phone Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10308	ShoreTel 212k IP Phone User Guide, Doc. Pack, Qty 25	\$98.24
ShoreTel	10311	ShoreTel 560/560G IP Phone Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10312	ShoreTel 530/560/560G IP Phone User Guide, Doc. Pack, Qty 25	\$98.24
ShoreTel	10313	ShoreTel 115 IP Phone Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10314	ShoreTel 115 IP Phone User Guide, Doc. Pack, Qty 25	\$98.24
ShoreTel	10315	ShoreTel 265 IP Phone Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10316	ShoreTel 265 IP Phone User Guide, Doc. Pack, Qty 25	\$98.24
ShoreTel	10320	ShoreGear 30	\$1,253.50
ShoreTel	10321	ShoreGear 24A	\$2,353.75
ShoreTel	10322	ShoreGear T1k - 1U half width, Max Capacities - 1 T1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8 or later)	\$2,746.70
ShoreTel	10324	ShoreGear 50V - 1U half width. 50 IP phones, 2 Analog exts, 4 LS trunks, 50 mailboxes, 22 hours of storage. Not all max capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	\$1,960.81



MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	10325	ShoreGear 90V - 1U half width. 90 IP phones, 4 Analog exts, 8 LS trunks, 90 mailboxes, 56 hours of storage. Not all max capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	\$2,903.88
ShoreTel	10327	ShoreTel 565G IP Phone Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10328	ShoreTel 565G IP Phone User Guide, Doc. Pack, Qty 25	\$98.24
ShoreTel	10329	Demo Kit Soft Bag (stand alone)	\$310.43
ShoreTel	10330	Kit, SBE Recovery DVD OPT330 VER01	\$19.65
ShoreTel	10331	ShoreTel 230G IP Phone Quick Reference, Doc. Pack, Qty 25	\$7.86
ShoreTel	10332	ShoreTel 230G IP Phone User Guide, Doc. Pack, Qty 25	\$98.24
ShoreTel	10350	Kit, SBE Recovery DVD OPT360N VER01	\$19.65
ShoreTel	10369	Kit, SBE Recovery DVD OPT380N VER01	\$19.65
ShoreTel	10382	ShoreTel 655 IP Phone Quick Reference Guide, Doc Pack Qty 25	\$7.86
ShoreTel	10383	ShoreTel 655 IP Phone User Guide, Doc Pack , Qty 25	\$98.24
ShoreTel	18000	SW Developer, 1 Year Membership	\$892.24
ShoreTel	18001	SW Developer, 5 Incidents Support	\$2,232.85
ShoreTel	18002	SW Developer, 10 Incidents Support	\$4,237.03
ShoreTel	18003	ShoreWare Workgroup Monitor Application - Realtime performance monitor for ShoreTel Workgroups, including graphical views	\$2,918.03
ShoreTel	18004	Workgroup Exceptional/Abandoned Call Report	\$1,167.05
ShoreTel	18005	Workgroup Target Service Level Agreement Report	\$1,167.05
ShoreTel	18006	Workgroup Agent Daily Login/Logout Report	\$1,167.05
ShoreTel	18007	Bundled Report, Includes Abandoned Call, Target SLA, and Agent Daily Login/Logout Reports	\$2,918.03
ShoreTel	18008	ShoreWare Emergency Notification, 5 or fewer	\$1,728.97
ShoreTel	18009	ShoreWare Emergency Notification, 6 or more	\$4,322.42
ShoreTel	18010	ShoreTel Call Router Application - System-wide Caller ID and DNIS based routing with web-based Administration	\$2,701.90
ShoreTel	18011	ShoreTel EasyPop (Universal CRM Connector) - Licensed per desktop seat	\$157.18
ShoreTel	18012	ShoreTel Application Dialer - Desktop client application which allows highlight and click-to-call from any Microsoft Windows Application	\$56.58

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	18016	ShoreTel Outbound Campaign IVR Application - Base package (5 simultaneous calls) - Create automated calling campaigns for Simple Notifications and Scripted Interactions with transfer to agents.	\$4,318.49
ShoreTel	18017	ShoreTel Outbound Campaign IVR Application - Add-on bundle (5 simultaneous calls) - Combine with Base Package incrementally for increased simultaneous call volume	\$860.55
ShoreTel	18018	ShoreTel Contact Center Agent Dashboard - Base package (5 concurrent users) - Web-based agent dashboard providing real-time agent & queue statistics. Must be run on separate server from CC server.	\$982.37
ShoreTel	18019	ShoreTel Contact Center Agent Dashboard - Add-on license (1 concurrent user) - Combine with Base Package incrementally for increased concurrent user capacity.	\$117.88
ShoreTel	18020	ShoreTel Contact Center Interaction Viewer - Base package (1 concurrent user) - Web based viewer for end to end call interaction details with link to ShoreTel CDR. Includes pre-requisite CCIR Transform Service. Runs on separate server from CC server.	\$2,161.21
ShoreTel	18021	ShoreTel Contact Center Interaction Viewer - Add-on license (1 concurrent user) - Combine with Base Package incrementally for increased concurrent user capacity.	\$314.36
ShoreTel	18022	ShoreTel CCIR Transform Service (No CC Interaction Viewer Web Application) ? Re-factors CCIR database data into a database that is call oriented. Included in the CCIV Base license. Requires separate server from CC server.	\$1,532.49
ShoreTel	18023	ShoreTel Contact Center Real-time Monitoring Bundle (includes 1 CC Interaction Viewer user & 5 CC Agent Dashboard user licenses). Must be installed on separate server from CC server.	\$2,357.68
ShoreTel	18024	ShoreTel Call Recorder (Base package includes 5 simultaneous sessions)	\$3,929.47
ShoreTel	18025	ShoreTel Call Recorder - Combine with base package incrementally for increased concurrent call recording capacity	\$157.18
ShoreTel	18026	ShoreTel Nuisance Call Handler - System wide monitoring and configurable re-direction of incoming calls based on calling party number	\$1,964.74

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	18027	Cost Recovery Integration Application - Base package	\$3,143.58
ShoreTel	18028	Cost Recovery Integration Application - Add-on one desktop user license	\$31.44
ShoreTel	18029	ShoreTel Enhanced Paging Application - Base package	\$4,322.42
ShoreTel	18030	ShoreTel Enhanced Paging Application - combine w/ base instance incrementally for distributed operation	\$392.95
ShoreTel	18031	Super Group Application - Enhanced Hunt Group	\$1,964.74
ShoreTel	18032	AMS 360 Integration Application - Desktop Integration to Vertafore AMS 360	\$157.18
ShoreTel	18033	Voice Forms IVR Application	\$4,401.01
ShoreTel	18034	Caller Directed Router Application	\$2,701.90
ShoreTel	18035	Call History Report	\$1,167.05
ShoreTel	18036	System Directory Synchronization Application (1 system license)	\$1,901.86
ShoreTel	18037	Schedule-based "On Call" Routing Application	\$2,701.90
ShoreTel	18038	Call Handling Mode Schedule Application	\$2,701.90
ShoreTel	18039	Call Handling Mode Override Application	\$982.37
ShoreTel	18040	User Group Schedule Application	\$2,701.90
ShoreTel	18041	SHORETEL ACT! INTEGRATION APPLICATION	\$157.18
ShoreTel	21020	Distributed Voice Services License	\$781.96
ShoreTel	21020	Distributed Voice Services License	\$781.96
ShoreTel	30006	Softphone License	\$117.88
ShoreTel	30013	LICENSE, CC/ECC SUPERVISOR - access real time status, skill set management, access/administer historical reports, call flows, wallboards and agent boards. Comes with a physical USB dongle.	\$3,718.07
ShoreTel	30014	LICENSE, CC/ECC SPVSR (MONITOR ONLY) - access real time information, control agent activities. Each license comes with a physical USB dongle.	\$1,444.47
ShoreTel	30015	LICENSE, ECC INBOUND 5 VOICE - 5 concurrent agent and 5 concurrent IVR Port licenses. Incremental licenses over ECC base 10 package.	\$3,241.81
ShoreTel	30016	LICENSE, ECC OUTBOUND VOICE 5 -5 concurrent agent licenses for outbound campaigns. Add on to inbound voice licenses. Consumed once an agent logs to a outbound group. IVR ports not included.	\$1,571.79

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	30017	LICENSES, ECC 5 EMAIL - 5 concurrent agent licenses for emails. Add on to inbound voice license. License consumed everytime an agent logs into a email group.	\$1,571.79
ShoreTel	30018	LICENSES, ECC 5 WEB - 5 concurrent agent licenses for web chat, co-browsing and web callbacks. Add on to inbound voice licenses. Consumed everytime an agent logs into a chat group.	\$1,571.79
ShoreTel	30020	LICENSE, CC INBOUND 5 VOICE - 5 concurrent agent licenses for inbound voice calls. Incremental licenses over the CC base 10 package which include 10 agent licenses.	\$1,964.74
ShoreTel	30023	LICENSE, CC AGENT BOARD OPTION - Capability for Supervisors to send messages, real time statistical information to agent PC's. One license is required per system. Only required for CC edition.	\$392.95
ShoreTel	30024	LICENSE, CC WALL BOARD OPTION - Enables Supervisors to send messages, statistical information to external wallboards (not included). One license required per system. Only required for CC edition.	\$392.95
ShoreTel	30025	LICENSE, CC FORMULA EDITOR OPTION - Enables capability for special formulas to be created in the historical reporting application. One license required per system. Only required for CC edition.	\$392.95
ShoreTel	30026	LICENSE, CC WORK FORCE MGMT CONN - Capability for connecting to a WFM appl like Blue Pumpkin for exporting historical reporting information. One license required per system. Only required for CC edition.	\$392.95
ShoreTel	30034	ECC BASE 10 PACKAGE - Includes server software, 10 concurrent Agent lic for inbound voice, 10 concurrent IVR Ports, 1 Supervisor Admin, Wall board, Agent board and Formula Editor lic for the whole system. 1 Base Package is needed per server.	\$6,683.24
ShoreTel	30035	Extension & Mailbox License	\$157.18
ShoreTel	30036	LICENSE, CC SERVER UPGRADE - Upgrade a CC Base 10 Package license to an ECC Base 10 Package	\$7,858.94
ShoreTel	30037	LICENSE, CC AGENT UPGRADE - Upgrade a CC 5 inbound license to an ECC 5 inbound license	\$3,929.47

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	30038	LICENSE, 5 IVR PORTS - 5 IVR port license. incremental licenses over either the ECC Base 10 Package/ECC Base 10 IVR Package	\$785.89
ShoreTel	30039	Extension-only License	\$110.03
ShoreTel	30040	Mailbox-only License	\$70.73
ShoreTel	30041	Add'l Language License	\$781.96
ShoreTel	30043	SIP Trunk Software License	\$39.29
ShoreTel	30044	Additional Site License	\$389.02
ShoreTel	30045	ECC Base 10 IVR PKG - Needed only for stand alone IVRself service applications. Includes server software, 10 concurrent IVR ports. Only one Base Package is needed per server. No agents can be assigned to or used by this IVR server.	\$9,007.92
ShoreTel	30046	CC REDUNDANT SERVER DONGLE - Additional duplicate server dongle for the standby (Target) server running a Double Take application (not included) for redundancy.	\$4,292.55
ShoreTel	30047	UPGRADE TO FULL ECC SUPERVISOR - Upgrade a Supervisor Monitor only license to a full Supervisor Administrator license	\$2,272.81
ShoreTel	30048	ShoreTel Remote Web Reporting License	\$2,117.98
ShoreTel	30049	ShoreTel TAPI Application Server License	\$389.02
ShoreTel	30051	Mobile Access License	\$74.66
ShoreTel	30052	Professional Access License	\$62.87
ShoreTel	30053	SIP Device License (License to allow a SIP device to register with ShoreTel system. SIP devices also require SKU 30035 or 30039 to operate) - for US installations only	\$23.58
ShoreTel	30053	SIP Device License (License to allow a SIP device to register with ShoreTel system. SIP devices also require SKU 30035 or 30039 to operate) - for US installations only	\$23.58
ShoreTel	30056	ShoreTel Contact Center TAPI App Server License - Allows use of Contact Center TAPI apps with ST system. Needed if the app is on distributed servers for each additional server other than the primary saerver.	\$389.02
ShoreTel	30058	VPN Connections, License add-on, Qty 5	\$471.54
ShoreTel	30059	VPN Connections, License add-on, Qty 10	\$785.89
ShoreTel	30060	VPN Connections, License add-on, Qty 25	\$1,807.56
ShoreTel	30063	CC-ECC Redundant Server Lic Add-on 5.0 - Not for use with CC-ECC 4.66	\$5,108.31
ShoreTel	30064	Shoreware CSTA License for Microsoft Integration (per user)	\$62.87

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	30069	CC-ECC Supervisor Lic 5.0 - Not for use with CC-ECC 4.66	\$648.36
ShoreTel	30070	CC-ECC Supervisor (Monitor-Only) Lic 5.0 - Not for use with CC-ECC 4.66	\$1,444.47
ShoreTel	30080	SIP-based third party messaging integration License	\$3,532.59
ShoreTel	30088	LICENSE, WORKGROUP AGENT TO ECC AGENT UPGRADE - Upgrades a workgroup agent to an ECC agent with inbound voice capability.	\$648.36
ShoreTel	30089	LICENSE, WORKGROUP SUPERVISOR TO ECC SUPERVISOR UPGRADE - Upgrades a workgroup supervisor to an ECC admin supervisor. Access real time, historical reports, and wallboards.	\$648.36
ShoreTel	30090	LICENSE, WORKGROUP TO ECC BASE SYSTEM UPGRADE - Required only for upgrading from workgroup to new ECC system. Includes 1 ECC agent voice license and a server dongle.	\$648.36
ShoreTel	30091	10 Concurrent Audio Conferencing Ports. Requires ShoreTel 12 or later.	\$785.89
ShoreTel	30093	10 Concurrent Web Conferencing Ports. Requires ShoreTel 12 or later.	\$785.89
ShoreTel	30095	ECC Base 10 Package for release 7 and above - Includes server based software for contact center. Includes 10 Agent licenses (inbound voice / callbacks), 30 IVR Port, 1 Supervisor, 2 group/agent feed licenses. Only one Base Package needed per server.	\$6,683.24
ShoreTel	30096	Enterprise Contact Center Inbound Voice License for release 7 and above - Add-on 1 agent and 1 IVR Port (concurrent) license. These are incremental licenses over the ECC base 10 bundle.	\$648.36
ShoreTel	30097	ECC Outbound Campaign License for release 7 and above - 1 concurrent agent license for outbound campaign. This is an add on to inbound voice licenses. License consumed every time an agent logs into a group with dial list feature enabled.	\$314.36
ShoreTel	30098	ECC Email License for release 7 and above - 1 concurrent agent license for handling emails. Add on to inbound voice licenses. License is consumed every time an agent logs into a group that has email feature enabled.	\$314.36

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	30099	ECC Web License for release 7 and above - 1 concurrent agent licenses for handling web chat. Add on to inbound voice licenses. License is consumed every time an agent logs into a group that has chat feature enabled.	\$314.36
ShoreTel	30100	Enterprise Contact Center IVR License for release 7 and above - One concurrent IVR port license. These are incremental licenses over either the ECC Base 10 Package or the ECC Base 10 IVR Package.	\$157.18
ShoreTel	30101	Enterprise Contact Center Supervisor License for release 7 and above - One concurrent supervisor license. Includes capability to access Agent manager, Director, Reports, GCCS and Wallboard Editor.	\$648.36
ShoreTel	30102	Enterprise Contact Center Redundant Server License - License for the redundant or warm standby ECC server. Will be configured with the same licenses as the primary server.	\$5,108.31
ShoreTel	30105	ShoreTel RoamAnywhere Client Access License for one end user; includes one ShoreTel SIP Device License, one ShoreTel Extension-only License and one ShoreTel Mobile Access License (minimum order quantity is 10).	\$117.88
ShoreTel	30106	Upgrade to ShoreTel RoamAnywhere Client Access License from Mobile Access License for one end user; includes one ShoreTel Extension-Only License and one ShoreTel SIP User License. Requires separate purchase of ShoreTel Mobility Router.	\$43.22
ShoreTel	30107	Enterprise Contact Center Verint Interface License - One license to activate the ECC event interface with the Verint Impact 360 Real Time Adherence Logger. License does not include Verint Impact 360 application.	\$1,178.84
ShoreTel	30108	Enterprise Contact Center Agent Activity Event Feed License - One license to activate one agent activity event feed. Two event feed licenses are included in the base 10 package.	\$275.06
ShoreTel	30109	Enterprise Contact Center Group Activity Event Feed License - One license to activate one group activity event feed. Two event feed licenses are included in the base 10 package.	\$275.06
ShoreTel	40002	Operator Call Manager (version 7.5 earlier)	\$467.61
ShoreTel	40003	Agent Call Manager	\$231.84
ShoreTel	40004	Supervisor Call Manager	\$467.61

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	40006	Operator Access License	\$467.61
ShoreTel	40007	Workgroup Agent Access License	\$231.84
ShoreTel	40008	Workgroup Supervisor Access License	\$467.61
ShoreTel	40009	High Resolution Video License (ST 8.1)	\$546.20
ShoreTel	41002	SALESFORCE.COM Call Center Adaptor Software	\$157.18
ShoreTel	41003	SALESFORCE.COM Call Center Adaptor Software (upgrade)	\$39.29
ShoreTel	41004	ShoreTel Netsuite CRM Integration Software	\$157.18
ShoreTel	41005	ShoreTel Microsoft Dynamics CRM Integration	\$157.18
ShoreTel	41006	ShoreTel Microsoft Dynamics CRM Integration w/out Web Dialer ( ONLY available to installed based customers who already have purchased the ShoreTel Web Dialer)	\$78.59
ShoreTel	50043	Enhanced Workgroup Reporting Bundle	\$5,835.26
ShoreTel	60010	Sm. Business Edition Server	\$1,178.84
ShoreTel	60020	Branch Office Solution (DVS License + Site License + Server)	\$1,567.86
ShoreTel	60038	DMI-4 PBX Link	\$1,122.26
ShoreTel	60039	DMI-4+ PBX Link	\$1,122.26
ShoreTel	60040	PBX Link 48	\$3,139.65
ShoreTel	60041	Upgrade Bundle for D510 to ST 8 Demo Kit	\$2,825.29
ShoreTel	60042	Upgrade Bundle for D520 to ST 8 Demo Kit	\$1,960.81
ShoreTel	60043	Kit, Demo Recovery DVD USA D520 ST 8	\$27.51
ShoreTel	60044	Kit, Demo Recovery DVD USA D630 ST 8	\$27.51
ShoreTel	60045	Kit, Demo Recovery DVD USA AOpen Server ST 8	\$27.51
ShoreTel	60046	Demo Kit AOpen Server and WIN2K3 Server License. Requires Recovery DVD Kit (SKU 60048)	\$1,174.91
ShoreTel	60047	Kit, Analog Harmonica & Telco 25PR (FF) Cable For ShoreGear 120/24, 30, 50, 90, 220T1A, and 24A Switches	\$77.80
ShoreTel	60048	Kit, Demo Upgrade Recovery DVD. Requires AOpen Server and WIN2K License (SKU 60046)	\$27.51
ShoreTel	60106	Add-on: 10 users (GSA). For use with SKU# 60117.	\$4,235.97
ShoreTel	60107	Sm. Business Edition, Analog Trunking 15 User With Server	\$1,960.81
ShoreTel	60108	Sm. Business Edition, Analog Trunking 15 User W/O Server	\$2,353.75
ShoreTel	60109	Sm. Business Edition, Analog Trunking 20 User With Server	\$2,353.75
ShoreTel	60110	Sm. Business Edition, Analog Trunking 20 User W/O Server	\$1,960.81
ShoreTel	60113	Sm. Business Edition T1 Trunking, 25 User With Server	\$3,925.54
ShoreTel	60114	Sm. Business Edition T1 Trunking, 25 User W/O Server	\$3,532.59



MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	60121	Sm. Business Edition Upgrade to Enterprise Edition (Available 120 days after SBE software license activation)	\$3,532.59
ShoreTel	60125	SA-100 appliance required to host Conferencing and Instant Messaging. Requires ShoreTel 12 or later.	\$2,353.75
ShoreTel	60131	Sm. Business Edition, Analog Trunking 10 User With Server	\$1,567.86
ShoreTel	60135	Small Business Edition Server Replacement	\$884.13
ShoreTel	60137	VPN Concentrator, Model 5300LF2, w/ 10 Connections	\$3,925.54
ShoreTel	60138	VPN Concentrator, Model 4550, w/ 5 Connections	\$1,960.81
ShoreTel	60139	Hardware upgrade, Converged Conferencing to ShoreTel Service Appliance (one per SA-100; requires ShoreTel 12 or later)	\$1,567.86
ShoreTel	60141	BUNDLE, VPN CONCENTRATOR, MODEL 4550 w/ LICENSE FOR 10 CONNECTIONS	\$2,353.75
ShoreTel	60142	BUNDLE, VPN CONCENTRATOR, MODEL 5300LF2 w/ LICENSE FOR 25 CONNECTIONS	\$4,711.44
ShoreTel	60143	BUNDLE, VPN CONCENTRATOR, MODEL 5300LF2 w/ LICENSE FOR 50 CONNECTIONS	\$6,283.22
ShoreTel	60144	BUNDLE, VPN CONCENTRATOR, MODEL 5300LF2 w/ LICENSE FOR 100 CONNECTIONS	\$7,855.01
ShoreTel	80015	Overlay, IP212 Slv, Fch-Can (25PK)	\$17.29
ShoreTel	80016	Overlay, IP212 Blk, Fch-Can (25PK)	\$17.29
ShoreTel	80017	Overlay, IP230/560 Slv, Fch-Can (25PK)	\$17.29
ShoreTel	80018	Overlay, IP230/560 Blk, Fch-Can (25PK)	\$17.29
ShoreTel	80019	Overlay, IP110 Slv, Fch-Can (25PK)	\$17.29
ShoreTel	80020	Overlay, IP110 Blk, Fch-Can (25PK)	\$17.29
ShoreTel	80090	Ingate SIParator 19, 5 Traversal Licenses	\$1,257.43
ShoreTel	80091	Ingate SIParator 19, 25 Traversal Licenses	\$2,074.76
ShoreTel	80092	Ingate SIParator 19, 30 Traversal Licenses	\$2,271.23
ShoreTel	80093	Ingate SIParator 50, 50 Traversal Licenses	\$5,823.48
ShoreTel	80094	Ingate SIParator 50, 60 Traversal Licenses	\$6,098.54
ShoreTel	80095	SIP Trunk, 5 Additional Traversal Licenses	\$275.06
ShoreTel	80096	SIPARATOR 51, Bundle (Includes SIP trunking module & 50 traversal licences for up to 50 simultaneous SIP trunk calls - 2 x T1 equivalent bundle)	\$5,823.48
ShoreTel	80097	SIPARATOR 51, Bundle (Includes SIP trunking module & 60 traversal licences for up to 60 simultaneous SIP trunk calls - 2 x E1 equivalent bundle)	\$6,098.54

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	80120	ShoreTel Mobility Router RA2000 Appliance and Server Software (no user licences). Redundancy is unavailable.	\$3,925.54
ShoreTel	80121	ShoreTel Mobility Router RA4000 Appliance and Server Software (no user licences). Optionally purchase a second appliance for redundancy function.	\$5,497.33
ShoreTel	80122	ShoreTel Mobility Router RA6000 Appliance and Server Software (no user licences). Optionally purchase a second appliance for redundancy function.	\$11,784.48
ShoreTel	91057	VOIP Net Eval Analysis - 3-10 (per test agent)	\$117.88
ShoreTel	91058	VOIP Net Eval Analysis - 11-20+ (per test agent)	\$78.59
ShoreTel	91063	Network Design Service (per hour)	\$196.47
ShoreTel	91072	VOIP Net Eval Analysis - 1-2 (per test agent) & Project Report	\$1,178.84
ShoreTel	91073	ShoreGear Switch Repair	\$672.54
ShoreTel	91076	Enterprise Advanced Queue Access 1 year - First Engineer	\$16,141.06
ShoreTel	91077	Enterprise Advanced Queue Access 1 year - Additional Engineer	\$5,380.35
ShoreTel	91086	High Touch Implementation Service - Implementation services price for High Touch model that includes onsite delivery during business hours	\$1.00
ShoreTel	91092	Technical Assistance Center (TAC) Remote hourly labor rate (Business Hours) - (Two hours minimum, 8:00AM-5:00PM Monday - Friday customer site)	\$251.08
ShoreTel	91093	Technical Assistance Center (TAC) Remote hourly labor rate (Evening Hours and Saturday) - (Two hours minimum, 5:01PM-7:59AM Monday - Friday and all day Saturday customer site)	\$367.66
ShoreTel	91094	Technical Assistance Center (TAC) Remote hourly labor rate (Holiday and Sunday) - (Two hours minimum, Holidays and Sunday customer site)	\$502.17
ShoreTel	91095	Technical Assistance Center (TAC) Onsite daily labor rate (Monday - Friday, daily rate applies to time traveling to site). NOTE: Services do not include travel and expense costs (T&E). T&E billed at actual rates upon completion of services.	\$2,008.66
ShoreTel	91096	Technical Assistance Center (TAC) Onsite daily labor rate (Saturday and Sunday, daily rate applies to time traveling to site). NOTE: Services do not include travel and expense costs (T&E). T&E billed at actual rates upon completion of services.	\$2,941.26

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	91097	Technical Assistance Center (TAC) Onsite daily labor rate (ShoreTel Holiday, daily rate applies to time traveling to site). NOTE: Services do not include travel and expense costs (T&E). T&E billed at actual rates upon completion of services.	\$4,017.33
ShoreTel	91098	Contact Center Implementation includes Remote Discovery, Project Management and Onsite Programming during business hours	\$1.00
ShoreTel	91101	Standard License Lockout Recovery Service (Work completed within 1 business day)	\$358.69
ShoreTel	91102	Expedited License Lockout Recovery Service (Work completed within 2 hours)	\$538.04
ShoreTel	91136	Contact Center Reports Consulting - Remote	\$943.07
ShoreTel	91137	Contact Center Reports Consulting - Onsite	\$1,886.15
ShoreTel	91138	Contact Center Reports Consulting + 4 Reports - Remote	\$1,886.15
ShoreTel	91139	Contact Center Reports Consulting + 4 Reports - Onsite	\$2,829.22
ShoreTel	91140	Contact Center Reports Consulting + 6 Reports - Remote	\$2,279.09
ShoreTel	91141	Contact Center Reports Consulting + 6 Reports - Onsite	\$3,222.17
ShoreTel	91142	Contact Center Reports Consulting + 8 Reports - Remote	\$2,593.45
ShoreTel	91143	Contact Center Reports Consulting + 8 Reports - Onsite	\$3,536.52
ShoreTel	91144	ShoreCare Shared Support for Applications 1 Year - Full	\$1.00
ShoreTel	91145	ShoreCare Shared Support for Applications 3 Years - Full	\$1.00
ShoreTel	91146	ShoreCare Shared Support for Applications 5 Years - Full	\$1.00
ShoreTel	91147	ShoreCare Shared Support for Mobility 1 Year - Full	\$1.00
ShoreTel	91148	ShoreCare Shared Support for Mobility 3 Years - Full	\$1.00
ShoreTel	91149	ShoreCare Shared Support for Mobility 5 Years - Full	\$1.00
ShoreTel	91150	ShoreTel Mobility Implementation, Full Day - Travel & Expenses not included	\$1,414.61
ShoreTel	91213	ShoreCare Partner Support - 1 year software only - (existing contracts only)	\$1.00
ShoreTel	91233	ShoreCare Partner Support (3 Year, SW Only)	\$1.00
ShoreTel	91253	ShoreCare Partner Support (5 Year, SW Only)	\$1.00
ShoreTel	91279	ENTERPRISE SUPPORT UPGRADE FROM PARTNER SUPPORT.	\$1.00
ShoreTel	91280	MOBILITY PILOT IMPLEMENTATION - EXCLUDES T&E	\$8,070.53
ShoreTel	92010	IPBX Installation Full Day - Travel and Expenses are not included	\$1,414.61
ShoreTel	92011	IPBX Installation One Half Day - Half Day Rate - Travel and Expenses are not included	\$785.89

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	92012	Contact Center Installation Full Day - Travel and Expenses are not included	\$1,414.61
ShoreTel	92013	Installation Service Hourly (addition to Half day) - Travel and Expenses are not included	\$196.47
ShoreTel	92014	ShoreTel Conference Bridge Installation Full Day - Travel and Expenses are not included	\$1,414.61
ShoreTel	92017	Contact Center Installation Half Day - Travel and Expenses are not included	\$785.89
ShoreTel	92213	ShoreCare Enterprise Support - 1 year software only - (existing contracts only)	\$1.00
ShoreTel	92232	ShoreCare Enterprise Support - 3 year full coverage no phones - priced per configuration	\$1.00
ShoreTel	92454	SHORECARE ENTERPRISE SUPPORT -PLUS, NP, 1YR	\$1.00
ShoreTel	92455	SHORECARE ENTERPRISE SUPPORT -PLUS, NP, 3 YR	\$1.00
ShoreTel	92456	SHORECARE ENTERPRISE SUPPORT -PLUS, NP, 5 YR	\$1.00
ShoreTel	92457	SHORECARE ENTERPRISE SUPPORT -PLUS, FULL, 1YR	\$1.00
ShoreTel	92458	SHORECARE ENTERPRISE SUPPORT -PLUS, FULL, 3 YR	\$1.00
ShoreTel	92459	SHORECARE ENTERPRISE SUPPORT -PLUS, FULL, 5 YR	\$1.00
ShoreTel	93010	Training, WEB CC Advance Report	\$2,241.81
ShoreTel	93051	Personal Call Manager-Web/Student	\$174.86
ShoreTel	93052	Personal Call Manager-Web/Group (up to 20 students)	\$712.90
ShoreTel	93053	System Admin-Web/Student	\$533.55
ShoreTel	93054	System Admin-Web/Group (up to 20 students)	\$1,434.76
ShoreTel	93055	Personal Call Manager-Onsite/Day plus T&E (up to 80 students)	\$2,241.81
ShoreTel	93056	System Admin-Onsite/Day plus T&E (up to 24 students)	\$2,241.81
ShoreTel	93060	Implementing the ShoreTel IP System-Sunnyvale/Student	\$2,241.81
ShoreTel	93061	Implementing the ShoreTel IP System class-Onsite/Student	\$2,510.83
ShoreTel	93062	Train-the-Trainer--Web/Student (Must have completed all end user courses and system admin training and implementation training)	\$1,345.09
ShoreTel	93065	ShoreCare Training Onsite Train-the-Trainer Training (Enduser or System Admin, per student)	\$2,241.81
ShoreTel	93066	Custom Training/Customer Quote	\$1.14
ShoreTel	93069	3405 CONTACT CENTER SYSTEM ADMINISTRATOR TRAINING	\$354.21
ShoreTel	93071	CC Supervisor Online Training / Student	\$174.86

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	93072	CC Agent Online Training / Student	\$88.78
ShoreTel	93074	ONSITE CONTACT CENTER USER TRAINING - FULL DAY (T&E INCLUDED)	\$3,138.54
ShoreTel	93075	CC Agent-Onsite (per Day plus T&E, up to 120 students)	\$2,241.81
ShoreTel	93077	Advanced System and Troubleshooting-Sunnyvale/Student	\$2,241.81
ShoreTel	93078	3400 IMPLEMENTING SHORETEL CONTACT CENTER TRAINING	\$2,510.83
ShoreTel	93079	Advanced System and Troubleshooting-Onsite/Student	\$2,510.83
ShoreTel	93080	Professional Services Custom Software (NOTE: Due to inherent variability in delivery timeframe, custom software must be submitted on a separate order and can not be combined in a single order with other products)	\$1.00
ShoreTel	93082	Certification, ShoreTel Sales Training	\$1,340.60
ShoreTel	93084	Online Training, Small Business Edition	\$895.83
ShoreTel	93111	ShoreTel Web Dialer	\$56.58
ShoreTel	93148	ShoreTel On-site Travel Expense (Additional day estimate). Requires SKU 10143 to be ordered.	\$196.47
ShoreTel	93154	SAME DAY PROCESSING RUSH FEE	\$67.25
ShoreTel	93157	Remote Partner Assist Service (Business Hours) - Time and Materials - Hourly Rate (Two hours minimum, 8:00AM-5:00PM Monday - Friday)	\$201.76
ShoreTel	93158	Remote Partner Assist Service (Evening Hours and Saturday) - Time and Materials - Hourly Rate (Two hours minimum, 5:01PM-7:59AM Monday - Friday and all day Saturday)	\$302.65
ShoreTel	93159	Remote Partner Assist Service (Holiday and Sunday) - Time and Materials - Hourly Rate (Two hours minimum, Holidays and Sunday)	\$403.53
ShoreTel	93160	Project Technical Account Manager - Time and Materials - Full Day Rate (Five days minimum, 8:00AM-5:00PM Monday - Friday, Travel and Expense extra)	\$1,414.61
ShoreTel	93187	Remote Call Control Integration with OCS, Full day - Travel & Expense not included	\$1,728.97
ShoreTel	93188	Remote Call Control Integration with OCS, Half day - Travel & Expense not included	\$864.48
ShoreTel	93189	Shared Support for Contact Center - 1 Year. A 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	\$1.00

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	93190	Shared Support for Contact Center - 3 year. A 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	\$1.00
ShoreTel	93191	Shared Support for Contact Center - 5 year. A 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	\$1.00
ShoreTel	93193	3500 IMPLEMENTING THE SHORETEL MOBILITY SOLUTION TRAINING	\$2,017.63
ShoreTel	93255	3410 MAINTAINING AND SUPPORTING SHORETEL CONTACT CENTER TRAINING	\$2,510.83
ShoreTel	93256	3420 USING AND DESIGNING SHORETEL CONTACT CENTER REPORTS TRAINING	\$712.90
ShoreTel	93257	3510 MAINTAINING AND SUPPORTING THE SHORETEL MOBILITY SOLUTION TRAINING	\$1,345.09
ShoreTel	93259	3505 MOBILITY SYSTEM ADMINISTRATOR (per student)	\$533.55
ShoreTel	94111	ShoreCare Partner Support 1 Year - No Phone	\$1.00
ShoreTel	94112	ShoreCare Partner Support 1 Year - Full	\$1.00
ShoreTel	94131	ShoreCare Partner Support 3 Years - No Phone	\$1.00
ShoreTel	94132	ShoreCare Partner Support 3 Years - Full	\$1.00
ShoreTel	94151	ShoreCare Partner Support 5 Years - No Phone	\$1.00
ShoreTel	94152	ShoreCare Partner Support 5 Years - Full	\$1.00
ShoreTel	95111	ShoreCare Enterprise Support 1 Year - No Phone	\$1.00
ShoreTel	95112	ShoreCare Enterprise Support 1 Year - Full	\$1.00
ShoreTel	95131	ShoreCare Enterprise Support 3 Years - No Phone	\$1.00
ShoreTel	95132	ShoreCare Enterprise Support 3 Years - Full	\$1.00
ShoreTel	95151	ShoreCare Enterprise Support 5 Years - No Phone	\$1.00
ShoreTel	95152	ShoreCare Enterprise Support 5 Years - Full	\$1.00
ShoreTel	95211	Enterprise 1 Year - No Phones with NBD OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95212	Enterprise 1 Year - Full with NBD OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95231	Enterprise 3 Years - No Phones with NBD OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95232	Enterprise 3 Years - Full with NBD OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95251	Enterprise 5 Years - No Phones with NBD OSSR (Minimum charge \$1800)	\$1.00

MFR	MFR PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE WITH IFF
ShoreTel	95252	Enterprise 5 Years - Full with NBD OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95331	Enterprise 3 Years - No Phones with 4HR OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95332	Enterprise 3 Years - Full with 4HR OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95351	Enterprise 5 Years - No Phones with 4HR OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	95352	Enterprise 5 Years - Full with 4HR OSSR (Minimum charge \$1800)	\$1.00
ShoreTel	97133	ShoreCare Enterprise Support - E-Rate, 1-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	\$1.00
ShoreTel	97134	ShoreCare Enterprise Support - E-Rate, 3-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	\$1.00
ShoreTel	97135	ShoreCare Enterprise Support - E-Rate, 5-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	\$1.00
ShoreTel	97136	ShoreCare Partner Support - E-Rate, 1-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	\$1.00
ShoreTel	97137	ShoreCare Partner Support - E-Rate, 3-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	\$1.00
ShoreTel	97138	ShoreCare Partner Support - E-Rate, 5-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	\$1.00
ShoreTel	97141	WLAN (802.11) ASSESSMENT FOR SHORETEL MOBILITY - HI-TOUCH	\$3,138.54
ShoreTel	97142	WLAN (802.11) ASSESSMENT - EXCESS AREA COVERAGE - HI-TOUCH	\$896.73
ShoreTel	97143	WLAN (802.11) ASSESSMENT FOR SHORETEL MOBILITY - SHARED	\$1,793.45
ShoreTel	97144	IMPLEMENTATION SERVICE FOR SHORETEL MOBILITY	\$1.00
ShoreTel	97145	IMPLEMENTATION SERVICE FOR SHORETEL CONFERENCING	\$1.00
ShoreTel	97146	IMPL SVC FOR MS-UC (OCS/LYNC) INTEGRATION	\$1.00
ShoreTel	97147	SHORECARE SHARED SUPPORT, -ECC, 1YR, NP	\$1.00

<b>MFR</b>	<b>MFR PART NUMBER</b>	<b>PRODUCT DESCRIPTION</b>	<b>GSA PRICE WITH IFF</b>
ShoreTel	97148	SHORECARE SHARED SUPPORT, -ECC, 3YR, NP	\$1.00
ShoreTel	97149	SHORECARE SHARED SUPPORT, -ECC, 5YR, NP	\$1.00
ShoreTel	97150	SHORECARE SHARED SUPPORT, -MOBILITY, 1YR, NP	\$1.00
ShoreTel	97151	SHORECARE SHARED SUPPORT, -MOBILITY, 3YR, NP	\$1.00
ShoreTel	97152	SHORECARE SHARED SUPPORT, -MOBILITY, 5YR, NP	\$1.00
ShoreTel	97153	SHORECARE SHARED SUPPORT - APPLICATIONS 1YR, NP	\$1.00
ShoreTel	97154	SHORECARE SHARED SUPPORT - APPLICATIONS 3YR, NP	\$1.00
ShoreTel	97155	SHORECARE SHARED SUPPORT - APPLICATIONS 5YR, NP	\$1.00





# Village of Wellington

## Legislation Text

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**File #: 15-822, Version: 1**

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**ITEM: AUTHORIZATION TO USE A NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT AS A BASIS FOR PRICING FOR THE PURCHASE AND DELIVERY OF A CUES SEWER TV INSPECTION TRUCK**

**REQUEST:** Authorization to use NJPA contract #022014-AMI, as a basis for pricing, for the purchase and delivery of a CUES sewer TV inspection truck from Atlantic Machinery, Inc. in the amount of \$179,500.

**EXPLANATION:** The Utilities Department is seeking authorization to use a NJPA contract as a basis for pricing, for the purchase and delivery of a new CUES sewer TV inspection truck, from Atlantic Machinery, Inc. in the amount of \$179,500. This vehicle replaces the existing CUES vehicle which was purchased in 2002 and has reached the end of its useful life. This vehicle is used to inspect sewer mains and to identify leaks and other issues requiring repair and/or replacement.

NJPA awarded a contract to Atlantic Machinery, Inc., the only authorized dealer for the sale of CUES TV inspection trucks, effective through March 18, 2018. CUES has provided innovative pipeline inspection technology for over 40 years and is the world's leading manufacturer of closed circuit television video (CCTV) inspection, rehabilitation, and pipe profiling equipment.

In order to ensure the most competitive pricing, staff found a recently awarded HGAC Buy contract with Atlantic Machinery, Inc.; however the NJPA contract provided the best pricing option.

Staff recommends using NJPA contract #022014-AMI, as a basis for pricing, for the purchase and delivery of a CUES sewer TV inspection truck, from Atlantic Machinery, Inc. in the amount of \$179,500.

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** Funds are budgeted in the wastewater collection services budget in the amount of \$200,000.

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Authorization to use NJPA contract #022014-AMI, as a basis for pricing, for the purchase and delivery of a CUES sewer TV inspection truck from Atlantic Machinery, Inc. in the amount of \$179,500.

# ATLANTIC

## MACHINERY INC.

**Sewer and Street Equipment Specialists**

10/19/15

CUES SEWER TV INSPECTION TRUCK  
**NJPA CONTRACT NO 022014-AMI**

Customer: WELLINGTON

Shipping: FLORIDA

Requirement Specification	
Cues TV inspection truck system with all standard equipment (SEE ATTACHED COMPONENT LISTING)	\$153,900.00
Freightliner Sprinter 3500 in lieu of Ford E450 Gas in base package	\$17,302.00
20 gallon sink, upper cabinet, cabinet base	\$2,900.00
Upper cabinet in equipment room	\$750.00
MEPS 6.3 KW inverter	\$10,267.00
19" rear flat screen in lieu of 17" included in base	\$1,100.00
8" Rubber wheel kit	\$1,064.00
10-15" rubber wheel kit	\$1,124.00
Spacer kit	\$1,793.00
8" Steel wheel kit	\$1,550.00
Auto payout for reel	\$2,900.00
Two additional flat screen monitors	\$967.00
Computer with Granite XP Lite, windows 7	\$11,000.00
Granite XP Lite support plan	\$650.00
Three days of training, two included in base price, add 1 extra	\$653.00
Delivery	\$300.00

Requirement Specification	
TOTAL CONTRACT PRICE OFFERED TO CUSTOMER	\$208,220.00
ADDITIONAL DISCOUNT OFFERED FROM CONTRACT PRICE (only if the above package is ordered complete, no substitutions)	(\$28,720.00)
TOTAL NJPA PRICE TO CUSTOMER	\$179,500.00
ADDITIONAL OPTIONS FOR YOUR CONSIDERATION	
LAMP II P/T system in lieu of WTR and OZIII camera included in base price	\$66,129.00

**Delivery is \_\_\_\_ Days after receipt of order,**

NJPA CONTRACT NO 022014-AMI

VENDOR/CONTRACT HOLDER: ATLANTIC MACHINERY, INC  
 2628 GARFIELD AVE  
 SILVER SPRING, MD 20910  
 301-585-0800

CONTACT: M.J. DUBOIS  
 EMAIL [MJDUBOIS@ATLANTICMACHINERYINC.COM](mailto:MJDUBOIS@ATLANTICMACHINERYINC.COM)



# National Joint Powers Alliance® (herein NJPA)

## REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

### SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

#### RFP Opening

February 21, 2014

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

#### **RFP #022014**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 9, 2014 and continuing until February 13, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until February 20, 2014 at 4:30 p.m. Central Time at the above address and opened February 21, 2014 at 8:00 A.M. Central Time.

#### RFP Timeline

**January 9, 2014**

*Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of [noticetobidders.com](http://noticetobidders.com)*

**February 6, 2014**

**10:00 A.M. Central Time**

*Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)*

**February 13, 2014**

*Deadline for RFP requests and questions*

**February 20, 2014**

**4:30 P.M. Central Time**

*Deadline for Submission of Proposals*

**February 21, 2014**

**8:00 A.M. Central Time**

*Public Opening of Proposals*

*Direct questions regarding this RFP to:*

*Maureen Knight at [maureen.knight@njpacoop.org](mailto:maureen.knight@njpacoop.org) or (218)895-4114*

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## 1. INTRODUCTION

### A. ABOUT NJPA

- 1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.
- 1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).
- 1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.
- 1.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.
- 1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

- 1.5** NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- 1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
- 1.6.1** National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace

thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

**1.6.2** NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**1.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**1.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**1.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### **D. THE INTENT OF THIS RFP**

**1.10. A national contract awarded by the NJPA Board of Directors:** The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

**1.11** NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**1.11.1** Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**1.12 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**1.13 Exclusive or Multiple Awards:** Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's



intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

#### E. SCOPE OF THIS RFP

**1.14** The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

**1.15 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

**1.16 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**1.17 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**1.18 NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**1.19 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**1.20 Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:



**1.20.1 Scope of Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

**1.21 Additional Definitions** for the scope of this solicitation.

**1.21.1** In addition to **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**, this solicitation should be read to include, but not limited to:

**1.21.1.1** N/A

**1.21.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**1.22 Suggested Solutions Options**

**1.22.1** All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

**1.22.2** With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

**1.22.3** Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

**1.22.3.1 Equipment/Products Only Solution:** Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**1.22.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**1.22.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**1.22.3.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and

properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

### **1.23 Overlap of Scope:**

**1.23.1** When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal", please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**1.24 Geographic Area to be Proposed:** This RFP invites proposals to provide **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**1.25 Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

**1.26 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

**1.27 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**1.27.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**1.28 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**1.29 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**1.30 Largest Possible Solution:** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**1.31 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**1.32 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**1.33 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**1.33.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**1.33.2 Technical Descriptions/Specifications.** Proposers must supply sufficient information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

**1.34 Important note:** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

**1.35 Commonly used Product/Equipment and Services:** It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

**1.36 New Current Model Product/Equipment:** Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**1.37 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**1.38 Delivered and operational;** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

**1.39 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**1.40 Proposer's Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

## G. SOLUTIONS BASED SOLICITATION

**1.41** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

## H. INQUIRY PERIOD

**1.42** The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

## I. PRE-PROPOSAL CONFERENCE

**1.43** Potential Proposers inquiring before the optional "Pre-Proposal Conference" will be invited via the e-mail address used to make their inquiry. The purpose of the pre-proposal conference is to allow Potential Proposers to ask questions and hear answers from their own questions and the questions of other Potential Proposers.

## 2. DEFINITIONS

### A. PROPOSER - VENDOR

**2.1 Exclusive Vendor-** A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

**2.2 Potential Proposer-** A person or entity requesting a copy of this RFP.

**2.3 Proposer-** A company, person, or entity delivering a timely response to this RFP.

**2.4 Vendor-** One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

**2.5 Request for Proposal-** Herein referred to as RFP.

## B. CONTRACT

**2.6** “Contract” as used herein shall mean this RFP, pricing, and fully executed forms P, C, D and E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

## C. TIME

**2.7** Periods of time, stated as number of days, shall be in calendar days.

## D. PROPOSER’S RESPONSE

**2.8** A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

## E. CURRENCY

**2.9** All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

## F. FOB

**2.10** FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point.

**2.11** FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

# 3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

## A. PRE-PROPOSAL CONFERENCE

**3.1** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

## B. IDENTIFICATION OF KEY PERSONNEL

**3.2** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**3.3** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

## C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

**3.4** Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

**3.5** Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

## D. FORMAL INSTRUCTIONS TO PROPOSERS

**3.6** It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

**3.7** All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

**3.8 Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following format:

**3.8.1** Hard copy original signed, completed, and dated forms C,D,F, and hard copy signed signature page only from forms A and P from this RFP,

**3.8.2** Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

**3.8.3** Certificate of insurance verifying the coverage identified in this RFP,

**3.8.4** A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

**3.9** All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**3.10** Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

**3.11** It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

**3.11.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening”**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**3.12** Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

**3.13** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**3.13.1** Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

**3.13.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

#### E. QUESTIONS AND ANSWERS ABOUT THIS RFP

**3.14** Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**3.15** Submit all questions about this RFP, in writing, referencing **“SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered.

**3.16** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**3.17** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**3.18** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**3.19** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal



that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**3.20** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

## F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**3.21** A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

## G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

**3.22 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

**3.23 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

**3.24** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of “SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES”, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**3.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA



Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

**3.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**3.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

## H. CERTIFICATE OF INSURANCE

**3.29** Vendors shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a “Certificate Holder.” Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**3.30** Any exceptions and/or assumptions to the insurance requirements *must* be identified on **Attachment C**. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

**3.31** The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

**MINIMUM SCOPE AND LIMITS OF INSURANCE:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

### **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

Each Occurrence

\$1,500,000

**3.32** The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

3.33 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

3.34 Subcontractors: Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

#### **I. ORDER PROCESS AND/OR FUNDS FLOW**

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

3.32.3 Other: Please fully identify.

#### **J. ADMINISTRATIVE FEES**

3.33 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer’s Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer’s Questionnaire.

#### **4. PRICING STRATEGIES**

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an “Indefinite Quantity Product/Equipment and Related Service Price and Program Request” with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer’s solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer’s

Response.

**4.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

**4.4 Primary Pricing/Secondary Pricing Strategies-** All Proposers will be required to submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to “Hot List,” “Sourced Product/Equipment” and “Volume Discounts,” as well as financing options such as leasing.

#### A. LINE-ITEM PRICING

**4.5 Line-Item pricing-** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

**4.6** All Line-Item Pricing items must be numbered, organized, sectioned, including SKU’s (when applicable) and easily understood by the Evaluation Committee and members.

**4.7** Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

**4.8** The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the “Find” function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

**4.9** All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**4.10** Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. “The published List” price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

#### B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**4.11 Percent Discount From Catalog, list or Category Pricing-** A specific percentage discount from a “Catalogue or List Price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**4.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**4.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

**4.14** Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a “Sourced Product/equipment pricing model” as

defined herein. See Section F

**4.15** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published “MSRP” with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

**4.16** NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

### C. HOT LIST PRICING

**4.17** Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a “Hot List Selection” of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the “Hot List” at any time.

**4.18** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

**4.19** Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

### D. CEILING PRICE

**4.20** Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

**4.21** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

### E. VOLUME PRICE DISCOUNTS

**4.22** Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**4.23** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations,

competitively situations and provided the same manufacturer support is available to the Vendor.

**4.24** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

**4.25** Additional Quantities:

**4.25.1** The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order.

**4.25.2** Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

## F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

**4.26** NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog." These items are known as Sourced Product/Equipment or Open Market Items.

**4.27** An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

**4.27.1** Identify all such equipment, products and services as "Sources Product/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

**4.27.2** All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

**4.27.3** NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member.

## G. COST PLUS A PERCENTAGE OF COST

**4.28** Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

## H. TOTAL COST OF ACQUISITION

**4.29** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

**4.30** For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond

Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

## **I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS**

**4.31** Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

**4.32** New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

**4.33** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**4.34** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

**4.35** Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

**4.36** Requests must be in the form of 1) an NJPA Vendor Price and Product Change Request Form which includes a request to add the product/equipment line, a general statement identifying how the products to be added are within the scope of the original RFP, and making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing. Further, provide detail as to what is being added at what price in the request form. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

**4.37** NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

## **J. REQUESTING PRICING CHANGES**

**4.38 Price Decreases:** Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is highly valued when we are documenting price reductions.

**4.39 Price increases:** Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically



acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

**4.40 Price Change Request Format:** An awarded Proposer will use the format of a NJPA Vendor Price and Product Change Request Form to request price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

#### K. PRICE AND PRODUCT CHANGES FORMAT

**4.41** All price and product change requests must be submitted using the **NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM** found at the very end of this solicitation. NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

**4.41.1** An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

- i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
- ii. Create a historical record of pricing."

#### L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

**4.42** Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

**4.43** Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**4.44** All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

**4.45** Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

#### M. PAYMENT TERMS

**4.46** Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

**4.47** Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity (\$1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

## N. SALES TAX

**4.48** Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

## O. SHIPPING AND SHIPPING PROGRAM

**4.49** Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See "The Total Cost of Acquisition" for the equipment/products and related services.

**4.50** Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

**4.51** Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

**4.52** Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

**4.53** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

**4.54** Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may



be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

**4.55** Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

**4.56** Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**4.57** Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

**4.58** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

**4.59** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

**4.60** Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

**4.61** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

## P. NORMAL WORKING HOURS

**4.62** Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

## 5. MARKETING PLAN

**5.1 Internal Marketing Plan:** If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).

- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

**5.1.1** Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

**5.1.2** Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

**5.1.2.1** Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

**5.1.3** Identify your plan for delivering training to these individuals.

**5.1.3.1** Will you have your sales force or dealer network gathered at national or regional events in the near future? Does your sales force or dealer network have the ability to participate in sales training webinar or webcast events?

**5.1.3.2** NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

**5.1.4** Sales Management Contract Training.

**5.1.4.1** NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

**5.1.4.2** Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

**5.2** Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

**5.2.1** identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

**5.2.2** identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a

general schedule of when and how those individuals will be trained; and

**5.2.3** identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

**5.3 External Marketing Plan:** NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

**5.4** The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

**5.4.1 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

**5.4.2 Contract announcements and advertisements.** Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

**5.4.3 Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

**5.4.4 Trade Shows.** Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshow and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

**5.5 Proposer must** also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

**5.6 As a part of this response,** submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is

applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

**5.7 Facilitating NJPA Membership:** Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

**5.7.1** Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

## 6. PROPOSAL OPENING PROCEDURE

**6.1** Sealed and properly identified Proposer's Responses for this RFP entitled "**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**" will be received by Maureen Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify "**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

## 7. EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

**7.1 Overall Evaluation (FORM G)** - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

**7.2** NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection.

**7.3** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

**7.4** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

**7.5** To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

**7.6** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

**7.7** The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

## B. PROPOSER RESPONSIVENESS

**7.8** Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

**7.9** An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

**7.10** Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

**7.11** To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

**7.12** The Proposal Evaluation Committee shall utilize the evaluation criteria indicated in section 7.14 below. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received your response may be disqualified as non-responsive. Level One Responsiveness includes:

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if "not applicable" is the answer.
4. The proposal response contains original signed, completed and dated RFP forms C, D, and F hard copy signed signature page only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP.
5. The proposal response contains an electronic copy (CD or flash drive) of the entire response.

**7.13** "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

## C. PROPOSAL EVALUATION CRITERIA

**7.14 Reduction of Evaluation Points.** The following items will be sufficient cause to reduce evaluation points.

**7.14.1** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the

scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**7.15 Evaluation Criteria:** Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.
21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

#### D. OTHER CONSIDERATION

**7.16** Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

**7.17** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

**7.18** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**7.19** The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

**7.20** Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

**7.21** Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

**7.22** Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

**7.23** Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**7.24** The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

**7.25** Proposer's financial strength and stability is requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

**7.26** NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

**7.27** NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

## **E. COST COMPARISON**



**7.28** NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**7.29** This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A “Market Basket” of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The “Market Basket” will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

## F. PRODUCT TESTING

**7.30** NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer’s resources, personnel, and organization within three (3) days.

## G. PAST PERFORMANCE INFORMATION

**7.31** Past performance information is relevant information regarding a Proposer’s actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer’s record of conforming to specifications and standards of good workmanship. The Proposer’s history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer’s businesslike concern for the interests of the NJPA Member.

## H. WAIVER OF FORMALITIES

**7.32** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

# 8. POST AWARD OPERATING ISSUES

## A. SUBSEQUENT AGREEMENTS

**8.1 Purchase Order-** Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor’s sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that “This purchase order is issued pursuant to NJPA procurement contract #XXXXXX.” A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**8.2 Governing Law-** Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase



Order(s) shall be a court of competent jurisdiction to the Purchaser.

**8.3 Additional Terms and Conditions-** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**8.4 Specialized Service Requirements-** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

**8.5 Performance Bond-** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**8.6** Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

## C. REPORTING OF SALE ACTIVITY

**8.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

**8.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

## D. AUDITS

**8.8** During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract.

NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

#### E. HUB PARTNER

**8.9 Hub Partner:** Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

**8.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

**8.10.1** The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

**8.10.2** To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

#### F. TRADE-INS

**8.11** Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

#### G. OUT OF STOCK NOTIFICATION

**8.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

#### H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**8.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**8.14** Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

**Step 1:** Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

**Step 2:** Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

**Step 3:** Issue letter to cancel Contract for cause.

**8.15** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

**8.16** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**8.17** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

**8.18** Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**8.19** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**8.20** Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## 9. GENERAL TERMS AND CONDITIONS

### A. ADVERTISEMENT OF RFP

**9.1** NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) Once each in Oregon's Daily Journal of Commerce; and Utah's Salt Lake Tribune, and the Desert News 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

### B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

**9.2** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### C. APPLICABLE LAW

**9.3 NJPA Compliance with Minnesota Procurement Law:** Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**9.4 Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**9.5 Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

**9.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**9.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**9.7 Applicable Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and

to abide by them.

**9.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**9.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**9.10 Patent and Copyright infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

#### D. ASSIGNMENT OF CONTRACT

**9.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

**9.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

#### E. LIST OF PROPOSERS

**9.13** NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

#### F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**9.14** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### G. DATA PRACTICES

**9.15** All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- make the request within thirty days of award/non-award, and include the appropriate statutory justification. The NJPA Legal Department shall review the statement to determine whether the

information shall be withheld. If the NJPA determines to disclose the information, the Contracts department of the NJPA shall inform the Proposer, in writing, of such determination

- defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information are in possession of the NJPA. Proposer can redact additional nonpublic information at any time after the evaluation process if appropriate legal justification is provided.

#### H. ENTIRE AGREEMENT

**9.16** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

**9.17** A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

#### I. FORCE MAJEURE

**9.18** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

#### J. GRATUITIES

**9.19** NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

#### K. HAZARDOUS SUBSTANCES

**9.20** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.



## L. LEGAL REMEDIES

**9.21** All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

## M. LICENSES

**9.22** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**9.23** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

## N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**9.24** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

**9.25** Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

## O. NON-WAIVER OF RIGHTS

**9.26** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

## P. PROTESTS OF AWARDS MADE

**9.27** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

## Q. PROVISIONS REQUIRED BY LAW

**9.28** Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

## R. RIGHT TO ASSURANCE

**9.29** Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

## S. SUSPENSION OR DISBARMENT STATUS

**9.30** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

## T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**9.32** An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by certain Members may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

**9.33** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

## U. SEVERABILITY

**9.34** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

## V. RELATIONSHIP OF PARTIES

**9.35** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.



## 10. FORMS

**[THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK. FORMS BEGIN ON NEXT PAGE]**

**Form A**

**PROPOSER QUESTIONNAIRE- General Business Information**

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_, E-Mail address: \_\_\_\_\_

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

**Company Information**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the "**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**", industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions. What sub category title/s

would best describe your products, services and supplies?

### **Industry-Marketplace Successes**

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
- 17) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

### **Proposer's ability to sell and service nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

### **Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
  - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

**Other Cooperative Procurement Contracts Held**

- 36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) Identify any GSA Contracts held or utilized by the Proposer.
- 41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? \_\_\_\_ Yes \_\_\_\_ No Explain and demonstrate your commitment and/or restrictions.
- 43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

**Value Added Attributes**

- 44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? \_\_\_\_ Yes \_\_\_\_ No
- 45) Is this training standard as a part of a purchase or optional?
- 46) Describe current technological advances your proposed equipment/products and related services offer.
- 47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
- 50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 53) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Primary Contact person regarding your proposal:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception		

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,**

In compliance with the Request for proposal (RFP) for “SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES”, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer’s Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

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

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

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number # 022014**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number # 022014**

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

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number # 022014**

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals



and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. The Proposer understands that submitted proposals which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “nonpublic” **will not** be accepted by NJPA. Pursuant to Minnesota Statute §325C.01, subd. 5 and §13.03, subd. 1, only specific parts of the proposal may be labeled a “trade secret”. All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors’ proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal. Should Vendors not comply with the labeling and packing requirements, proposals will be released as submitted.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_

\_\_\_\_\_  
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

**Form G.****OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject **“SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES”**

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_

**Form P**

**PROPOSER QUESTIONNAIRE**  
**Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

**Equipment/Products and Related Services and Pricing**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Product/Equipment and Related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Provide your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.  
Prices offered in this proposal are **(Your proposal will be deemed “Non-Responsive” if this question is not answered):**
- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.
  - \_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
  - \_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 20) Do you offer quantity or volume discounts? \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

#### **Industry or Sector Specific Questions**

24) NA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 11. PRE-SUBMISSION CHECKLIST

### Pre-submission Checklist

- ☐ Have you read, and do you understand the intent this RFP?
- ☐ Have you attended the Pre-Proposal Conference for this RFP?
- ☐ Have you completed the questionnaires (Forms A & P) to the best of your ability?
- ☐ Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- ☐ Have you packaged your Proposal submission identifying conspicuously “Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX”?
- ☐ Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- ☐ Have you submitted hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P of this RFP?
- ☐ Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- ☐ If any addendum/s to RFP were issued, have you submitted a signed copy of such addendum/s?
- ☐ Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, F, & P in your proposal?

### Contents of your Proposal response:

- ☐ **Hard copy original signed, completed, and dated forms C, D, F, and hard copy signed signature page only from forms A and P.**
- ☐ **Electronic submission of proposal forms A, B, C, D, E, & P (CD or flash drive).**
- ☐ **Certificate of Insurance (demonstration of insurability)**

### FORM TITLES

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form P	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and Warranty



## NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

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### Section 1. Instructions For Vendor

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

*NOTE:* New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**ADDITIONS.** New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

**DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**PRICE CHANGES:** Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

*Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

### Section 2. Vendor Name and Type of Change Request

APPLY:

AWARDED VENDOR  
NAME: \_\_\_\_\_

CHECK ALL CHANGES THAT

- ☐ Adding Products/Services
- ☐ Deleting/Discontinuing Products/services
- ☐ Price Increase

**NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**NJPA CONTRACT  
NUMBER: \_\_\_\_\_☐ Price Decrease**Section 3. Detailed Explanation of Need for Changes**

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

If adding product/s, provide a general statement how these are in the scope.

If changing prices and/or products, provide a general statement that the pricing is consistent with existing NJPA contract pricing.



**NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

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**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes☐ No

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**Section 5. Signatures**

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Vendor Authorized Signature

---

Date

---

Print Name and Title of Authorized Signer

---

NJPA Executive Director Signature

---

Date



**ADDENDUM ONE (1)**

To that certain

**NJPA RFP #022014**

Issued by

National Joint Powers Alliance®

For the procurement of

**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

**Consider the following to be part of the above titled RFP:**

- 1) Questions submitted by Potential Responders at the Pre-Proposal Conference on February 6, 2014 are listed in black font and NJPA Answers are listed in blue:**

Q: What percentage of your client base are public works departments versus school systems.

A: Approximately 30% of NJPA's membership is in Government and about 40% of membership is in Education.

Q: How many contracts do you expect to award in this category?

A: Per section 1.13 of the RFP, NJPA's intent is to award a contract to a single exclusive vendor but reserves the right to award to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of the NJPA member agencies.

Q: Clarify the normal purchase order and payment flow for a manufacturer that utilizes distributors. manufacturer accepts order from distributor, and manufacturer pays admin fee to NJPA quarterly?

A: When a vendor is awarded an NJPA contract all authorized distributors/dealers are able to sell through the contract. The PO would be accepted at the distributor/dealer level and the administrator/manufacturer would be responsible to submit a cumulative sales report to NJPA on a quarterly basis with admin fee payment.

Q: How and where in your point scale will you recognize a successful previous NJPA awarded vendor?

A: Form A questions address this and could be reflected in a number of different criteria including but not limited to: Industry & Marketplace Success and Ability to Sell and Service Nationwide.

**ACKNOWLEDGMENT OF ADDENDUM ONE (1) TO RFP DISTRIBUTED VIA EMAIL ON FEBRUARY 6, 2014**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NJPA PRICE LIST**

PRICE LIST: 1/1/14

**TV Truck, Ford Gas E450 Chassis, 14,050 GVW with 14 ft. body**

Base Configuration includes TV Truck, Ford E-450, 14,050 GVWR, gas chassis, with 14 ft. body, with Summit power control system, wireless remote control of all camera, transporter, and reel functions, 19" monitor, video overlay unit with onscreen footage, video cable reel with automatic cable level-wind, electric retrieval with variable speed control and 1000 ft. multi-conductor video cable (choice of gold or platinum), DVD recorder, choice of OZ II or OZ III pan and tilt zoom camera with built in directional LED lighting for 6" through 72" lines, choice of non-steerable **Ultra Shorty 21 track transporter, USIII or WTR III track transporter** with adapters for 6" through 24" pipe inspection with insertion / retrieval tool, down hole equipment system, EVO II interior with 20 gallon washdown, overhead storage cabinets, work top, Lonseal floor, Kemlite washable walls and ceilings in equipment room, rack mount console, storage cabinet, bench / storage seat, Lonseal floor, Kemlite lined walls, and storage cabinets in the viewing room. Equipment room and viewing room separated by bulkhead wall with large safety visual window and swing out door. Delivery and 2 days training included.

**Quantity of Above Base System**

Note: Above Price includes 2 days training and delivery

**Options**

	<b>PRICE</b>	<b>Discount</b>	<b>NJPA Price</b>
	\$162,000.00	\$8,100.00	\$153,900.00
Install Diesel Chassis and Onan Quiet Diesel 7.5 kw genset in lieu of gas	\$14,900.00		\$14,900.00
EVOII Control room w/kemlite & Lonseal, Bulkhead wall & Desk top	\$15,445.00		\$15,445.00
Quigley 4 X 4 Conversion	\$13,200.00		\$13,200.00
Flat Bed transport for Quigley conversion	\$3,000.00		\$3,000.00
Dual running boards for truck (Contact Factory)			
Auto Electric Steps (Contact Factory)			
<b>Rear view 19" flat screen monitor in Equipment room with mount</b>	\$1,100.00		\$1,100.00
<b>Rear view 24" flat screen monitor mounted in Equipment room bulkhead wall</b>	\$1,600.00		\$1,600.00
16 ft. body in lieu of 14 ft. body	\$1,000.00		\$1,000.00
Fold Down Safety Entry / Exit two step bumper	\$2,250.00		\$2,250.00
Pull out transporter / camera transporter draw in kickplate with grated bottom	\$1,390.00		\$1,390.00
Workbench on TV Reel	\$750.00		\$750.00
Pedestal Crane	\$2,900.00		\$2,900.00
Reel Mounted Crane	\$4,015.00		\$4,015.00

Led Traffic Director	\$1,181.00	\$1,181.00
Hide away stobe kit	\$998.00	\$998.00
Pintel Hitch	\$415.00	\$415.00
Slide out drawer for Cutter	\$1,200.00	\$1,200.00
Lockable storage cabinet under chassis	\$750.00	\$750.00
Rear Awning	\$1,329.00	\$1,329.00
Bumper mounted Safety Cone	\$150.00	\$150.00
Back up camera for chassis	\$940.00	\$940.00
Cool Cat side mount AC	\$2,428.00	\$2,428.00
Cool Cat side mount AC in lieu of roof mount	\$1,095.00	\$1,095.00
Wall mounted heater	\$430.00	\$430.00
Eye wash station	\$136.00	\$136.00
12 x 12 Access Door	\$278.00	\$278.00
Foul weather door	\$386.00	\$386.00
Kemlite for walls	\$1,800.00	\$1,800.00
Lonseal Flooring	\$1,900.00	\$1,900.00
Upper cabinet control room	\$750.00	\$750.00
Desk top Control room	\$695.00	\$695.00
Closet	\$1,286.00	\$1,286.00
Double closet	\$1,800.00	\$1,800.00
Wash down with work top, sink and upper cabinet	\$2,900.00	\$2,900.00
Ambient Lighting Package	\$3,900.00	\$3,900.00
5 Drawer Tool Chest	\$750.00	\$750.00
7 Drawer Tool Chest	\$1,202.00	\$1,202.00
Spotlight	\$446.00	\$446.00
Vise	\$219.00	\$219.00
New TV Reel	\$12,250.00	\$12,250.00
1000' Gold cable	\$5,211.00	\$5,211.00
Spare Pan and Tilt Camera	\$17,900.00	\$17,900.00
Summit PCU & CCU with wired controller	\$14,750.00	\$14,750.00
Wireless controller	\$450.00	\$450.00
Upgrade Existing Reel for Summit Controls	\$1,900.00	\$1,900.00
Automtic payout retro for existing video cable reel	\$5,900.00	\$5,900.00

Adapter Tube to use OZ III on Steerable or non Steerable US 21 track or Steerable Pipe Ranger	\$2,380.00	\$2,380.00
Zoom Pan and Tilt Camera	\$18,800.00	\$18,800.00
Xenox lighting for Camera in lieu of LED lighting in base	\$0.00	\$0.00
Substitute steerable CPR wheeled transporter for 6"-24" pipe for the track transporter in base	\$9,229.00	\$9,229.00
Substitute non steerable Pipe Ranger wheeled transporter for 8"-60" pipe for the track transporter in base	\$6,900.00	\$6,900.00
Substitute steerable Pipe Ranger wheeled transporter for 8"-60" pipe for the track transporter in base	\$9,983.00	\$9,983.00
Add standard non steering Pipe Ranger wheeled transporter for 8"-60" pipe in addition to track transporter in base	\$18,334.00	\$18,334.00
Add standard steerable Pipe Ranger wheeled transporter for 8"-60" pipe in addition to track transporter in base	\$21,417.00	\$21,417.00
Add additional compact non steering WTR wheeled transporter for 6"-24" pipe in addition to transporter in base	\$17,334.00	\$17,334.00
Add additional compact non steering WTR track transporter for 6"-24" pipe in addition to transporter in base	\$12,380.00	\$12,380.00
Add compact steerable CPR wheeled transporter for 6"-24" pipe in addition to track transporter in base	\$20,663.00	\$20,663.00
6" rubber tires for compact wheeled transporter	\$750.00	\$750.00
8" rubber tires for compact wheeled transporter	\$1,064.00	\$1,064.00
10-15"rubber tires for compact wheeled transporter	\$1,124.00	\$1,124.00
Spacer Kit for Compact Pipe Ranger wheel kits	\$1,793.00	\$1,793.00
6" high traction steel tires for compact wheeled transporter	\$1,519.00	\$1,519.00
8" high traction steel tires for compact wheeled transporter	\$1,550.00	\$1,550.00
10"-15" high traction steel tires for compact wheeled transporter	\$1,611.00	\$1,611.00
Pneumatic Tires for compact wheeled transporter (use with lift)	\$1,627.00	\$1,627.00
7" high traction steel tires for large wheeled transporter	\$900.00	\$900.00
8" high traction steel tires for large wheeled transporter	\$748.00	\$748.00
10"-15" high traction tires for large wheeled transporter	\$815.00	\$815.00
Pneumatic Tires for large wheeled transporter	\$900.00	\$900.00
Mechanical Camera lift for standard wheeled transporter:	\$1,785.00	\$1,785.00
Mechanical Camera lift for compact wheeled transporter:	\$2,850.00	\$2,850.00
Electric Lift for compact or standard wheeled transporter	\$5,900.00	\$5,900.00
Track conversion kit w/ transmission for compact non-steering wheeled transporter	\$3,900.00	\$3,900.00
Wheel conversion kit w/ transmission for compact non-steering track transporter	\$6,600.00	\$6,600.00

Automtic payout for video cable reel	\$2,900.00	\$2,900.00
Rear view camera for compact or standard steerable wheeled transporters	\$3,500.00	\$3,500.00
Built in inclinometer to detect and display pipeline gradient, OZ II or OZ III	\$4,200.00	\$4,200.00
Laser crack/offset/separation measurement system for OZ II or OZ III	\$7,500.00	\$7,500.00
Laser Profiler System, 6"-15" pipe, all hardware, software, 3 days training	\$28,000.00	\$28,000.00
Laser Profiler System, 12"-48" pipe, all hardware, software, 3 days training	\$64,000.00	\$64,000.00
Laser Profiler System, 8"-24" pipe, all hardware, software, 3 days training	\$44,000.00	\$44,000.00
Laser Profiler adapter for wheeled transporter	\$54.00	\$54.00
Laser Profiler adapter for compact wheeled transporter	\$104.00	\$104.00
Built in Sonde for locating in OZ II or OZ III camera	\$2,150.00	\$2,150.00
Granite XP Software , rack mt. computer, monitor, printer, 2 days training,	\$18,500.00	\$18,500.00
Granite Lite Inspection Software on Laptop Computer, 2 days training,	\$9,900.00	\$9,900.00
Granite Lite Inspection Software,rack mt comp.mon.printer 2 days training	\$11,000.00	\$11,000.00
Customer Supplied Computer to Granite XP Specifications	-\$1,800.00	-\$1,800.00
Granite XP Software only	\$14,000.00	\$14,000.00
Granite XP Inspection Lite Software only	\$6,500.00	\$6,500.00
Add NASSCO/PACP module for Granite XP or Granite Lite	\$2,450.00	\$2,450.00
Add Inclinometer module for Granite XP	\$1,990.00	\$1,990.00
Add Granite XP ESRI Module, query module, map module, 2 days webex.	\$12,900.00	\$12,900.00
Enhanced Granite XP Software Support Package	\$1,800.00	\$1,800.00
Granite Lite Support Plan	\$650.00	\$650.00
Manhole Assets Module for Granite XP	\$2,950.00	\$2,950.00
Grout Module for Granite XP	\$2,950.00	\$2,950.00
Granite XP Scheduler Module	\$600.00	\$600.00
Granite XP Scoring Module with Training (Requires Enterprise Module)	\$2,995.00	\$2,995.00
Lateral Module for Granite XP or Granite Lite	\$2,950.00	\$2,950.00
Engineering Module for Granite XP & Granite Lite - edits inspection in office	\$695.00	\$695.00
Enterprise Office Module for Granite XP –edits, creates inspections, compatible with ACCESS, Oracle, Sequel Server Data bases	\$8,500.00	\$8,500.00
Granite XP Mapping Stick with GPS Software	\$10,446.00	\$10,446.00
Lite Stick Pole Camera with wireless tranmission to truck	\$5,532.00	\$5,532.00
Quick Zoom Pole Camera, NO DVR, Vest, LCD Screen, Wireless to truck	\$13,698.00	\$13,698.00
Quick Zoom Pole Camera, with DVR, Vest, LCD Screen, Wireless to truck	\$16,568.00	\$16,568.00
LAMP II Wheeled lateral launcher, zoom for 6"-15" pipe/3"-8" laterals, rear view camera, 120' fiberglass push cable & double data for 1208 system, 1 day of training	\$100,175.00	\$100,175.00

LAMP II wheeled Lat. Launcher, Zoom for 6"-15" pipe/ 3'-8" laterals, w/1 day of training	\$89,601.00	\$89,601.00
Large Pipe24-36" Kit for Lamp II System	\$2,759.00	\$2,759.00
Spare 120' fiberglass push cable	\$1,365.00	\$1,365.00
Spare PSIII lateral camera with auto upright and built in sonde	\$5,016.00	\$5,016.00
Upgrade to Pan and tilt in lieu of fixed view	\$10,884.00	\$10,884.00
Upgrade to pan and tilt in addition to fixed view camera	\$15,900.00	\$15,900.00
Rear Camera for Lamp II system	\$3,500.00	\$3,500.00
Pneumatic Tire kit w/ angled chutes 24"-36"	\$2,758.00	\$2,758.00
14" Pneumatic wheel kit	\$1,106.00	\$1,106.00
LAMP I track Lateral Launcher for 8"-30 pipe/ 3"-8" laterals, 1 train	\$49,900.00	\$49,900.00
Double Data for LAMP lateral and mainline footage, LAMP I or II	\$4,400.00	\$4,400.00
Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	\$95,000.00	\$95,000.00
Lateral Grout System, for Logiball, control, 3/4 hp vacuum pump, 1 day train.	\$11,200.00	\$11,200.00
Low VI Grout System, pneumatic, controller, tanks, <b>CAT</b> pump system for mainlines,2 train.	\$118,000.00	\$118,000.00
HI- Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	\$105,000.00	\$105,000.00
Lateral Grout System, for Logiball, control, 3/4 hp vacuum pump, 1 day train.	\$19,900.00	\$19,900.00
Digital Electronic Grout panel/Modulear Grout System with Graphical User Interface in lieu of analog panel	\$24,000.00	\$24,000.00
6" Multi Grout Packer Assembly	\$2,200.00	\$2,200.00
8" LV Packer Assembly	\$3,600.00	\$3,600.00
10" LV Packer Assembly	\$3,700.00	\$3,700.00
12" LV Packer Assembly	\$3,800.00	\$3,800.00
15" LV Packer Assembly	\$4,200.00	\$4,200.00
18" Collapsible LV Packer Assembly	\$6,900.00	\$6,900.00
20" Collapsible LV Packer Assembly	\$7,600.00	\$7,600.00
21" Collapsible LV Packer Assembly	\$7,800.00	\$7,800.00
24" Collapsible LV Packer Assembly	\$7,900.00	\$7,900.00
30" Collapsible LV Packer Assembly	\$8,700.00	\$8,700.00
36" Collapsible LV Packer Assembly	\$9,900.00	\$9,900.00
42" Collapsible LV Packer Assembly	\$11,400.00	\$11,400.00
Labor to Upgrade to Grout Unit	\$10,000.00	\$10,000.00
068 speed air compressor	\$639.00	\$639.00

Retractable air hose reel	\$474.00	\$474.00
4.0 CFM air compressor w/ 30 gallon tank and air hose reel	\$4,273.00	\$4,273.00
Electric Winch 1,000' 3/8" SST	\$7,528.00	\$7,528.00
Foot pedal for electric winch	\$3,111.00	\$3,111.00
500' 14/4 power cord reel for winch	\$2,157.00	\$2,157.00
Float w/ arms	\$3,954.00	\$3,954.00
Float line Reel	\$481.00	\$481.00
Cutter System, lateral cutter, 6"-15" pipe, cut reel, 500 ft. air hose, 1 day train	\$50,000.00	\$50,000.00
Spare Kangaroo Cutter- Cutter Only	\$18,810.00	\$18,810.00
6" Skid assy for OZIII	\$1,979.00	\$1,979.00
6" Skid Assy for OZII	\$1,035.00	\$1,035.00
8-15" Skid assy	\$1,109.00	\$1,109.00
8-30" Skid Assy	\$1,494.00	\$1,494.00
36-60" Skid Plates	\$868.00	\$868.00
Customer Supplied chassis	-\$28,000.00	-\$28,000.00
Cargo Van, Full height bubble top w/ Exd Wheel base in lieu of Ford E-450 gas	\$4,930.00	\$4,930.00
3500 DRW gas chassis, 12000 GVW, 12 ft. body in lieu of Ford E-450 gas	-\$3,270.00	-\$3,270.00
Sprinter Chassis 3500 inverter, in lieu of Ford E-450, 14 ft. body, and gas Gen. .	\$17,302.00	\$17,302.00
Sprinter cab chassis diesel, in lieu of Ford E-450 gas	\$9,821.00	\$9,821.00
Ford F-550 diesel chassis, Onan QD, 19000 GVW /gen in lieu of Ford E-450 gas chassis, gas gen with 14 ft. body	\$18,111.00	\$18,111.00
Chevy 4500 gas Chassis, 14,200 GVW, 14 ft. body in lieu of Ford E-450 gas chassis, gas gen with 14 ft. body	\$813.00	\$813.00
Chevy 4500 Diesel Chassis, 14,200 GVW, 14 ft. body in lieu of Ford E-450 gas chassis, gas gen with 14 ft. body	\$16,767.00	\$16,767.00
Ford F-450 gas chassis, in lieu of Ford E-450 gas chassis	\$4,145.00	\$4,145.00
Ford F-450 diesel chassis, Onan QD gen, 14 ft. body in lieu of Ford E-450 gas chassis with 14 ft. body	\$15,944.00	\$15,944.00
<b>Customer Supplied Truck Body instead of CUES supplied</b>	-\$9,100.00	-\$9,100.00
Add CUES Universal Digital Side Scanning Camera System- (DUC)	\$102,405.00	\$102,405.00
Factory Labor Rate Per Hour (Orlando, Atlanta, or CA)	\$120.00	\$120.00
On Site Labor Rate (Includes Transportation / Per Diem): \$1180 per Day	\$1,180.00	\$1,180.00
<b>RETRO FIT OF EXISTING CUSTOMER UNIT</b>		
EVOII Control room w/kemlite & Lonseal, Bulkhead wall & Desk top	\$15,445.00	\$15,445.00



Quigley 4 X 4 Conversion	\$13,200.00	\$13,200.00
Flat Bed transport for Quigley conversion	\$3,000.00	\$3,000.00
Led Traffic Director	\$1,181.00	\$1,181.00
Hide away stobe kit	\$998.00	\$998.00
Pintel Hitch	\$415.00	\$415.00
Slide out drawer for Cutter	\$1,200.00	\$1,200.00
Lockable storage cabinet under chassis	\$750.00	\$750.00
Rear Awning	\$1,329.00	\$1,329.00
Bumper mounted Safety Cone	\$150.00	\$150.00
Back up camera for chassis	\$940.00	\$940.00
Cool Cat side mount AC	\$2,428.00	\$2,428.00
Cool Cat side mount AC in lieu of roof mount	\$1,095.00	\$1,095.00
Wall mounted heater	\$430.00	\$430.00
Eye wash station	\$136.00	\$136.00
12 x 12 Access Door	\$278.00	\$278.00
Foul weather door	\$386.00	\$386.00
Kemlite for walls	\$1,800.00	\$1,800.00
Lonseal Flooring	\$1,900.00	\$1,900.00
Upper cabinet control room	\$750.00	\$750.00
Desk top Control room	\$695.00	\$695.00
Closet	\$1,286.00	\$1,286.00
Double closet	\$1,800.00	\$1,800.00
Wash down with work top and upper cabinet	\$2,900.00	\$2,900.00
5 Drawer Tool Chest	\$750.00	\$750.00
7 Drawer Tool Chest	\$1,202.00	\$1,202.00
Spotlight	\$446.00	\$446.00
Vise	\$219.00	\$219.00
New TV Reel	\$12,250.00	\$12,250.00
1000' Gold cable	\$5,211.00	\$5,211.00
Automtic payout for new video cable reel	\$2,900.00	\$2,900.00
Rear view flat screen monitor in Equipment room with mount	\$1,850.00	\$1,850.00
Summit PCU & CCU with wired controller	\$14,750.00	\$14,750.00
Wireless controller	\$450.00	\$450.00
Upgrade Existing Reel for Summit Controls	\$1,900.00	\$1,900.00

Automtic payout retro for existing video cable reel	\$5,900.00	\$5,900.00
Spare Pan and Tilt Camera	\$17,900.00	\$17,900.00
Adapter Tube to use OZ III on Steerable or non Steerable US 21 track or Steerable Pipe Ranger	\$2,380.00	\$2,380.00
Spare Zoom Pan and Tilt Camera	\$18,800.00	\$18,800.00
Substitute non steerable compact wheeled transporter for 6"-24" pipe for the track transporter	\$5,900.00	\$5,900.00
Substitute non steerable standard wheeled transporter for 8"-60" pipe for the track transporter	\$6,900.00	\$6,900.00
Add standard non steering wheeled transporter for 8"-60" pipe	\$13,890.00	\$13,890.00
Add compact non steering wheeled transporter for 6"-24" pipe	\$17,334.00	\$17,334.00
Add steering to wheeled transporter for 8"-60" pipe	\$3,083.00	\$3,083.00
Add steering to wheeled transporter for 6"-30" pipe	\$3,329.00	\$3,329.00
8" high traction steel tires for compact or standard wheeled transporter	\$1,550.00	\$1,550.00
10"-15" high traction tires for compact or standard wheeled transporter	\$1,611.00	\$1,611.00
6" high traction tires for compact or standard wheeled transporter	\$1,519.00	\$1,519.00
Pneumatic Tires for compact or std wheeled transporter (use with lift)	\$1,627.00	\$1,627.00
7" high traction steel tires for large wheeled transporter	\$900.00	\$900.00
8" high traction steel tires for large wheeled transporter	\$748.00	\$748.00
10"-15" high traction tires for large wheeled transporter	\$815.00	\$815.00
Pneumatic Tires for large wheeled transporter	\$900.00	\$900.00
Mechanical Camera lift for standard wheeled transporter:	\$1,785.00	\$1,785.00
Mechanical Camera lift for compact wheeled transporter:	\$2,850.00	\$2,850.00
Electric Lift for compact or standard wheeled transporter	\$5,900.00	\$5,900.00
Track conversion kit w/ transmission for compact non-steering wheeled transporter	\$3,900.00	\$3,900.00
Wheel conversion kit w/ transmission for compact non-steering track transporter	\$6,600.00	\$6,600.00
Rear view camera for compact or standard steerable wheeled transporters	\$3,500.00	\$3,500.00
Built in inclinometer to detect and display pipeline gradient, OZ II or OZ III	\$4,200.00	\$4,200.00
Laser crack/offset/separation measurement system for OZ II or OZ III	\$7,500.00	\$7,500.00
Laser Profiler System, 6"-15" pipe, all hardware, software, 3 days training	\$28,000.00	\$28,000.00
Laser Profiler System, 12"-48" pipe, all hardware, software, 3 days training	\$64,000.00	\$64,000.00
Laser Profiler System, 8"-24" pipe, all hardware, software, 3 days training	\$44,000.00	\$44,000.00

Laser Profiler adapter for wheeled transporter	\$54.00	\$54.00
Laser Profiler adapter for compact wheeled transporter	\$104.00	\$104.00
Built in Sonde for locating in OZ II or OZ III camera	\$2,150.00	\$2,150.00
Granite XP Software , rack mt. computer, monitor, printer, 2 days training,	\$18,500.00	\$18,500.00
Granite Lite Inspection Software on Laptop Computer, 2 days training,	\$9,900.00	\$9,900.00
Granite Lite Inspection Software,rack mt comp.mon.printer 2 days training	\$11,000.00	\$11,000.00
Customer Supplied Computer to Granite XP Specifications	-\$1,800.00	-\$1,800.00
Granite XP Software only	\$14,000.00	\$14,000.00
Granite XP Inspection Lite Software only	\$6,500.00	\$6,500.00
Add NASSCO /PACP module for Granite XP or Granite Lite	\$2,450.00	\$2,450.00
Add Inclinator module for Granite XP	\$1,990.00	\$1,990.00
Add Granite XP ESRI Module, query module, map module, 2 days training via Go To Meeting for implemntation	\$12,900.00	\$12,900.00
Granite Inspection Lite Support Plan	\$650.00	\$650.00
Enhanced Granite XP Software Support Package	\$1,800.00	\$1,800.00
Manhole Assets Module for Granite XP or Granite Lite	\$2,950.00	\$2,950.00
Grout Module for Granite XP	\$2,950.00	\$2,950.00
Granite XP Scheduler Module	\$600.00	\$600.00
Granite XP Scoring Module with Training (Requires Enterprise Module)	\$2,995.00	\$2,995.00
Lateral Module for Granite XP or Granite Lite	\$2,950.00	\$2,950.00
Engineering Module for Granite XP or Granite Lite, edits inspections	\$695.00	\$695.00
Enterprise Office Module for Granite XP or Granite Lite –edits, creates inspections, compatible with ACCESS, Oracle, Sequel Server Data bases	\$8,500.00	\$8,500.00
Granite XP Mapping Stick with GPS Software	\$10,446.00	\$10,446.00
Cat 5 connection	\$85.00	\$85.00
Lite Stick Pole Camera with wireless tranmission to truck	\$5,532.00	\$5,532.00
Quick Zoom Pole Camera, with DVR, Vest, LCD Screen, Wireless to truck	\$16,568.00	\$16,568.00
Quick Zoom Pole Camera, no DVR, Vest, LCD Screen, Wireless to truck	\$13,698.00	\$13,698.00
Fold Down Safety Entry / Exit two step bumper	\$2,250.00	\$2,250.00
Pull out transporter / camera transporter draw in kickplate with grated bottom	\$1,390.00	\$1,390.00
Pedestal Crane (non published)	\$2,900.00	\$2,900.00
Reel Crane (non published)	\$4,015.00	\$4,015.00
Workbench on TV Reel	\$750.00	\$750.00

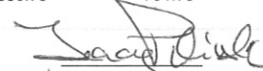
LAMP II wheeled Lat. Launcher, Zoom for 6"-15" pipe/ 3'-8" laterals, rear view camera 120' fiberglass push cable & Double data for 1208 system w/1 train.	\$100,175.00	\$100,175.00
LAMP II wheeled Lat. Launcher, Zoom for 6"-15" pipe/ 3'-8" laterals, rear view camera 120' fiberglass push cable for Summit system w/1 train.	\$89,601.00	\$89,601.00
Large Pipe24-36" Kit for Lamp II System	\$2,759.00	\$2,759.00
Spare 120' fiberglass push cable	\$1,365.00	\$1,365.00
Spare PSIII lateral camera with auto upright and built in sonde	\$5,016.00	\$5,016.00
Upgrade to Pan and tilt in lieu of fixed view	\$10,884.00	\$10,884.00
Upgrade to pan and tilt in addition to fixed view camera	\$15,900.00	\$15,900.00
LAMP I track Lateral Launcher for 8"-30 pipe/ 3'-8" laterals, 1 train	\$49,900.00	\$49,900.00
Double Data for LAMP lateral and mainline footage, LAMP I or II	\$4,400.00	\$4,400.00
Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	\$95,000.00	\$95,000.00
Low VI Grout System, pneumatic, controller, tanks, CAT pump system for mainlines,2 train.	\$118,000.00	\$118,000.00
HI- Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	\$105,000.00	\$105,000.00
Lateral Grout System, for Logiball, control, 3/4 hp vacuum pump, 1 day train.	\$19,900.00	\$19,900.00
Labor to Upgrade to Grout Unit	\$10,000.00	\$10,000.00
068 speed air compressor	\$639.00	\$639.00
Retractable air hose reel	\$474.00	\$474.00
4.0 CFM air compressor w/ 30 gallon tank and air hose reel	\$4,273.00	\$4,273.00
Electric Winch 1,000' 3/8" SST	\$7,528.00	\$7,528.00
Foot pedal for electric winch	\$3,111.00	\$3,111.00
500' 14/4 power cord reel for winch	\$2,157.00	\$2,157.00
Float w/ arms	\$3,954.00	\$3,954.00
Float line Reel	\$481.00	\$481.00
6" Skid assy for OZIII	\$1,979.00	\$1,979.00
6" Skid Assy for OZII	\$1,035.00	\$1,035.00
8-15" Skid assy	\$1,109.00	\$1,109.00
8-30" Skid Assy	\$1,494.00	\$1,494.00
36-60" Skid Plates	\$868.00	\$868.00
6" MULTIGROUTPACKER ASSEMBLY	\$2,200.00	\$2,200.00
8" LV PACKER ASSEMBLY	\$3,600.00	\$3,600.00

10" LV PACKER ASSEMBLY	\$3,700.00	\$3,700.00
12" LV PACKER ASSEMBLY	\$3,800.00	\$3,800.00
15" LV PACKER ASSEMBLY	\$4,200.00	\$4,200.00
18" COLLAPSIBLE LV PACKER ASSEMBLY	\$6,900.00	\$6,900.00
20" COLLAPSIBLE LV PACKER ASSEMBLY	\$7,600.00	\$7,600.00
21" COLLAPSIBLE LV PACKER ASSEMBLY	\$7,800.00	\$7,800.00
24" COLLAPSIBLE LV PACKER ASSEMBLY	\$7,900.00	\$7,900.00
30" COLLAPSIBLE LV PACKER ASSEMBLY	\$8,700.00	\$8,700.00
36" COLLAPSIBLE LV PACKER ASSEMBLY	\$9,900.00	\$9,900.00
42" COLLAPSIBLE LV PACKER ASSEMBLY	\$11,400.00	\$11,400.00
Cutter System, lateral cutter, 6"-15" pipe, cut reel, 500 ft. air hose, 1 day train	\$50,000.00	\$50,000.00
Digital Electronic Grout panel/Modular Grout System with Graphical User Interface in lieu of analog panel	\$24,000.00	\$24,000.00
Spare Kangaroo Cutter- Cutter Only	\$18,810.00	\$18,810.00
Add CUES Universal Digital Side Scanning Camera System- (DUC)	\$102,405.00	\$102,405.00
Factory Labor Rate Per Hour (Orlando, Atlanta, or CA)	\$120.00	\$120.00
On Site Labor Rate (Includes Transportation / Per Diem): \$1180 per Day	\$1,180.00	\$1,180.00


**FORM G**  
**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

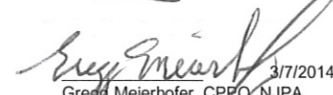
	Possible Points	Atlantic Machinery, Inc.	Envirosight, LLC	Federal Signal Corporation	Gap Vax, Inc.	Global Environmental Products, Inc.	Gradall Industries, Inc.	Hi-Vac Corporation	RapidView, LLC	Ring-O-Matic, Inc.	SB Manufacturing, Inc.	Sewer Equipment Co. of America	Stewart -Amos Equipment Co.	Super-Products, LLC	Thompson Pump & Manufacturing Co., Inc.
Conformance to terms and conditions to include documentation	50	46.25	43.50	45.00		41.25	42.00	46.00	45.75	44.75	42.50	45.50	44.25	45.50	
Pricing	400	358.75	301.25	309.50		302.50	316.25	370.00	340.00	320.00	326.25	350.00	293.75	303.75	
Financial, Industry and Marketplace Successes	75	62.50	63.25	66.25		57.50	64.50	67.50	62.50	58.25	53.75	55.00	56.25	58.00	
Bidder's Ability to Sell and Service Contract Nationally	100	90.00	81.25	85.00		75.00	82.00	87.50	76.25	65.00	73.75	82.00	71.25	83.75	
Bidder's Marketing Plan	50	45.00	43.50	44.50		31.25	42.50	45.00	41.75	38.75	38.75	44.00	45.50	45.25	
Value Added Attributes	75	63.75	62.00	63.75		62.50	62.50	68.75	62.50	62.50	56.25	65.00	62.50	66.25	
Warranty Coverages and Information	50	43.00	43.25	43.75		43.75	43.75	45.75	41.25	41.25	41.25	43.75	45.00	43.75	
Selection and Variety of Products and Services Offered	200	177.50	153.75	166.25		156.25	171.25	172.50	165.00	156.25	128.75	178.75	155.00	169.50	
<b>Total Points</b>	<b>1,000</b>	<b>886.75</b>	<b>791.75</b>	<b>824.00</b>		<b>770.00</b>	<b>824.75</b>	<b>903.00</b>	<b>835.00</b>	<b>786.75</b>	<b>761.25</b>	<b>864.00</b>	<b>773.50</b>	<b>815.75</b>	<b>-</b>

  
 Ginger Linder, CPPB, NJPA 3/7/2014

  
 Tracy Plinske, NJPA 3/7/2014

  
 Keith Hanson, CPA, NJPA 3/7/2014

  
 Maureen Knight, BBA, JD, NJPA 3/7/2014

  
 Gregg Meierhofer, CPPO, NJPA 3/7/2014

FORM D

Formal Offering of Proposal  
(To be completed Only by Proposer)



SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: ATLANTIC MACHINERY, INC. Date: 1/20/14

Company Address: 2628 Garfield Ave.

City: Silver Spring State: MD Zip: 20910

Contact Person: M.J. Dubois Title: Manager

Authorized Signature (ink only): M.J. Dubois M.J. Dubois  
(Name printed or typed)



Form E**Contract Acceptance and Award**

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro Excavation, and/or Street Sweeper Equip. with related Accessories & Supplies

Atlantic Machinery Inc.

Proposer's full legal name

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

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

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Signature]  
NJPA Executive Director

Dr. Chad Coquette  
(Name printed or typed)

Awarded this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014-AM1

NJPA Authorized signature:

[Signature]  
NJPA Board Member

Scott Vernon  
(Name printed or typed)

Executed this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014-AM1

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

Vendor Name ATLANTIC MACHINERY, INC.

Vendor Authorized signature:

[Signature]

M.J. Dubois  
(Name printed or typed)

Title: Manager

Executed this 14<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014-AM1





# Village of Wellington

## Legislation Text

**File #: 15-385, Version: 1**

### ITEM: RESOLUTION NO. R2015-91 (EMPLOYEE HEALTH INSURANCE)

**A RESOLUTION OF WELLINGTON FLORIDA'S COUNCIL AUTHORIZING THE MANAGER TO (1) RENEW A MINIMUM PREMIUM AGREEMENT WITH CIGNA HEALTHCARE TO PROVIDE HEALTH INSURANCE TO ELIGIBLE EMPLOYEES, DEPENDENTS AND RETIREES; (2) RENEW EXISTING AGREEMENTS WITH CIGNA GROUP BENEFITS FOR LIFE, SHORT TERM AND LONG TERM DISABILITY; (3) CONTINUE WITH SELF FUNDED DENTAL INSURANCE UTILIZING DENTAL DECISIONS ADMINISTERED BY ANCHOR BENEFIT CONSULTING, INC.; AND (4) APPROVE HRA FUNDING FOR EACH ELIGIBLE EMPLOYEE; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Authorization to (1) Renew an existing minimum premium arrangement agreement with CIGNA HealthCare to provide health insurance to eligible employees, dependents and retirees, at a cost of approximately \$4,641,621.24; (2) Renew an existing agreement with CIGNA Group Benefits for life, short term and long term disability at an annual cost of \$207,542.26, with no changes to premium or covered benefits; (3) Continue with self-funded dental insurance utilizing Dental Decisions administered by Anchor Benefit Consulting, Inc.; and (4) Approve HRA funding for each eligible employee at \$1065 per employee.

### EXPLANATION:

#### 1. Health Insurance Plan

The Village offers group medical insurance to existing full-time employees, dependents, and retirees through CIGNA HealthCare at a cost of approximately \$3.968 million annually, based on enrollment of 284. The minimum premium arrangement agreement with CIGNA HealthCare is set to expire on December 31, 2015.

In order to ensure the best overall value to the Village, The Gehring Group, the Village's agent/broker of record, solicited quotes and evaluated different options from multiple carriers as summarized below:

Carrier	Coverage Type	Amount	% Increase	Increase Amount
1 CIGNA HealthCare	Self-Insured (expected cost)	\$4,502,943.18	13.50%	\$534,702.42
2. CIGNA Healthcare	Minimum Premium	\$4,641,621.24	17.00%	\$673,380.48
3. Aetna Health Network	Fully Insured	\$4,946,227.92	24.6%	\$977,987.16
4. Florida Blue Options	Fully Insured	\$5,469,477.48	37.8%	\$1,501,236.72

In addition, the Florida Municipal Insurance Trust (FMIT), Humana and United HealthCare failed to submit a response.

1. The self-funded fixed cost evaluation (\$4,502,943.18) managed by CIGNA HealthCare, provides an increase of approximately 13.5% or \$534,702 annually (based on expected claims) and no change in coverage. Under this self-insured plan, the Village pays all claims and CIGNA manages and

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administers the program. There are additional risk factors when self-funding; risk protection through reinsurance is required and the maximum liability increases to approximately \$5.236 million or \$733,213 more than the self-insured estimated premium of \$4,502,943.

2. The CIGNA HealthCare minimum premium arrangement quote (\$4,641,621.24) provides for an increase of approximately 17.00% or approximately \$673,380.48 annually and no change in coverage. This amount falls just under the budgeted amount for FY 2016. Under the minimum premium arrangement, CIGNA charges an administrative fee which is billed to the Village on a monthly basis. The Village then pays CIGNA for medical and prescription drug claims only as they are incurred on a monthly basis. It is important to note that this type of plan also provides protection to the Village; the guaranteed maximum cost for the 2016 plan year is \$4,641,621.24 (calculation based on current enrollment), rather than a maximum possible amount of \$5,236,156.56 if self-funded. If incurred claims are lower than the maximum cost, the Village retains all surplus funds in its own bank account. In the event the claims exceed the guaranteed cost maximum of \$4,641,621.24 projected for the plan year, CIGNA bears one hundred percent of the liability of this deficit (the Village would bear this amount if self-funded). For example, during the 2015 plan year the Village expects claims to exceed the 2015 guaranteed maximum cost by approximately \$900,000, and CIGNA will bear one hundred percent of this liability.
3. The Aetna fully-insured quote provides an increase of 24.6% or \$977,987 annually, with no change in coverage.
4. The Florida Blue Options fully-insured quote provides an increase of 37.8% or \$1,501,236 annually, with no change in coverage.

Staff recommends renewing the existing minimum premium arrangement agreement with CIGNA HealthCare (#2 above) at an estimated annual cost of \$4,641,621.24. The plan retains the same provisions from the existing healthcare plan as summarized below:

- Out of pocket maximum in the amount of \$1,500/\$3,000 in network and \$2,500/\$5,000 out of network for individuals and families respectively.
- Prescription benefits at \$10/\$30/\$50 (generic, preferred, non-preferred)
- Urgent Care co-payments of \$35
- Inpatient hospitalization co-payment of \$250
- Emergency room visit co-payment of \$100

Under this plan the maximum amount of premiums paid by the Village will increase by approximately \$673,380.48 from the 2015 plan year, while the employee's contribution will remain the same. The Village's guaranteed maximum cost under this plan is \$4,641,621.24 while the self-funded plan maximum cost is capped at \$5,236,156.56. Therefore the minimum premium maximum liability is \$594,535 less than the self-insured maximum liability.

A recent survey of employees, conducted by The Gehring Group, to gauge employee satisfaction with CIGNA HealthCare, yielded very positive results (survey results attached).

## **2. Life, Short Term and Long Term Disability Plan:**

Current life, long term and short term disability is provided to existing full-time employees through CIGNA Group Benefits, effective through December 31, 2015. CIGNA Group Benefits has agreed to renew effective January 1, 2016 through December 31, 2017, at an annual cost of \$207,542.26 with no changes to premiums or covered benefits. This plan is offered at no cost to the employee.

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**3. Dental Insurance**

The Village is currently self-funded for dental insurance and utilizes Dental Decisions administered by Anchor Benefit Consulting, Inc. to manage the plan. The Village expects annual premiums of \$295,277.76 for the 2016 plan year. Employee contributions will remain the same for the 2016 plan year.

**4. Health Reimbursement Account:**

The Village's health reimbursement account (HRA) program is set by resolution which funds an annual amount to each HRA account offered to existing full time employees, and is adjusted automatically based upon the United States Department of Labor Consumer Price Index (CPI) medical inflation rate. Due to PPACA regulations, employees that do not participate in the group medical plan can no longer utilize the HRA to receive reimbursement for their out of pocket medical expenses; however, they will be able to utilize the HRA for non-medical expenses such as dental and/or vision out of pocket costs. The funding for the 2016 year is proposed at \$1065 per eligible employee, an increase of \$28 over the prior year funding of \$1037. The annual cost of the program is \$304,590.00, which includes a per employee administrative fee of \$6.00.

Staff recommends (1) Renew the existing minimum premium arrangement agreement with CIGNA HealthCare to provide health insurance to eligible employees, dependents and retirees, at a cost of approximately \$4,641,621.24; (2) Renew the existing agreement with CIGNA Group Benefits for life, short term and long term disability at an annual cost of \$207,542.26 with no change in premium or coverage; (3) Continue with self-funded dental insurance utilizing Dental Decisions administered by Anchor Benefit Consulting, Inc.; and (4) Approve HRA funding for each eligible employee at \$1065 per employee for plan year 2016.

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** The FY 2016 budget included total medical insurance expenditures of approximately \$4,030,000. Employee contributions total approximately \$613,000. Total available funds - \$4,030,000 (budgeted amount) + \$613,000 (employee contributions) = \$4,643,000.

Based on the CIGNA Premium Arrangement plan, the total maximum cost is \$4,641,621.14.

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Authorization to (1) Renew an existing minimum premium arrangement agreement with CIGNA HealthCare to provide health insurance to eligible employees, dependents and retirees, at a cost of approximately \$4,641,621.24; (2) Renew an existing agreement with CIGNA Group Benefits for life, short term and long term disability at an annual cost of \$207,542.26, with no changes to premium or covered benefits; (3) Continue with self-funded dental insurance utilizing Dental Decisions administered by Anchor Benefit Consulting, Inc.; and (4) Approve HRA funding for each eligible employee at \$1065 per employee.

**RESOLUTION NO. R2015-91**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MANAGER TO (1) RENEW A MINIMUM PREMIUM AGREEMENT WITH CIGNA HEALTHCARE TO PROVIDE HEALTH INSURANCE TO ELIGIBLE EMPLOYEES, DEPENDENTS AND RETIREES; (2) RENEW EXISTING AGREEMENTS WITH CIGNA GROUP BENEFITS FOR LIFE, SHORT TERM AND LONG TERM DISABILITY; (3) CONTINUE WITH SELF FUNDED DENTAL INSURANCE UTILIZING DENTAL DECISIONS ADMINISTERED BY ANCHOR CONSULTING, INC.; AND (4) APPROVE HRA FUNDING FOR EACH ELIGIBLE EMPLOYEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Gehring Group, Wellington's agent/broker of record, solicited quotations and evaluated options from multiple carriers to provide health insurance; and

**WHEREAS**, four (4) proposals were received for group medical insurance which were reviewed; and

**WHEREAS**, the Cigna Healthcare minimum premium proposal provided an increase over 2015 premiums of approximately 17.00% or \$673,380.48 annually with no change in coverage and retaining all current provisions; and

**WHEREAS**, the current life, short term and long term disability plan with Cigna Group Benefits is proposed at an annual cost of \$207,542.26 upon renewal effective January 1, 2016 with no change to premiums or covered benefits through December 31, 2016; and

**WHEREAS**, the current self-insured plan for dental insurance with Dental Decisions administered by Anchor Consulting, Inc. is proposed to continue with annual premiums expected to be \$295,277.76 and employee contributions to remain the same for the 2016 plan year; and

**WHEREAS**, the HRA program, set by resolution, funds an annual amount to each HRA account offered to existing full-time employees, and is adjusted automatically based on the US Department of Labor Consumer Price Index medical inflation rate, with funding for the 2016 plan year proposed at \$1,065 per eligible employee, an increase of \$28 or \$8,008 (based on current enrollment) over the prior year; and

**WHEREAS**, the Manager and Staff recommend approval of the contract for Wellington's employee health plan for the 2016 plan year to Cigna Healthcare, renewal of the contract for Wellington's life, short term and long term disability plans for the 2016 plan year to Cigna Group Benefits, and continuation of the current dental plan and HRA program as noted.

1  
2 **NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S**  
3 **COUNCIL** that:

4  
5 **SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true  
6 and correct.

7  
8 **SECTION 2.** Wellington's Manager is hereby authorized to enter into  
9 agreements with Cigna Healthcare to provide Wellington's Employee Health Insurance  
10 Plan for the Plan Year 2016, which begins January 1, 2016 and continues thereafter  
11 until modified by subsequent resolutions or direction and with Cigna Group Benefits to  
12 provide Wellington's Employee Life, Short Term and Long Term Disability Plans for the  
13 Plan Year 2016 which begins January 1, 2016 and continues thereafter until modified by  
14 subsequent resolutions or direction.

15  
16 **SECTION 3.** This Resolution shall become effective immediately upon adoption.

17  
18 **PASSED AND ADOPTED** this 10<sup>th</sup> day of November, 2015.

19  
20 **ATTEST:**

**WELLINGTON**

21  
22  
23 By: \_\_\_\_\_  
24 Awilda Rodriguez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

25  
26 **APPROVED AS TO FORM**  
27 **AND LEGAL SUFFICIENCY**

28  
29  
30 By: \_\_\_\_\_  
31 Laurie Cohen, Village Attorney

**Village of Wellington**  
Wellington Council Meeting November 10, 2015  
**Medical Insurance RFP Evaluation**  
**Effective: January 1, 2016**

	<b>CURRENT</b>		<b>INITIAL RENEWAL</b>		<b>NEGOTIATED RENEWAL</b>	
	Cigna Open Access Plus Single Option		Cigna Open Access Plus Single Option		Cigna Open Access Plus Single Option	
Schedule of Benefits	Open Access	Out of Network	Open Access	Out of Network	Open Access	Out of Network
Funding Type	Fully Insured - Participating Minimum Premium		Fully Insured - Participating Minimum Premium		Fully Insured - Participating Minimum Premium	
Deductible						
Single	None	\$500	None	\$500	None	\$500
Family Maximum	None	\$1,000	None	\$1,000	None	\$1,000
Out of Pocket Maximum	Includes All Costs		Includes All Costs		Includes All Costs	
Single	\$1,500	\$2,500	\$1,500	\$2,500	\$1,500	\$2,500
Family	\$3,000	\$5,000	\$3,000	\$5,000	\$3,000	\$5,000
Office Visits						
Physician Office Visit	\$10	CYD + 20%	\$10	CYD + 20%	\$10	CYD + 20%
Specialist Office Visit	\$25	CYD + 20%	\$25	CYD + 20%	\$25	CYD + 20%
Chiropractor	\$25 (20v)	CYD + 20%	\$25 (20v)	CYD + 20%	\$25 (20v)	CYD + 20%
Physical Therapy / Rehab Therapy	\$25 (20v)	CYD + 20%	\$25 (20v)	CYD + 20%	\$25 (20v)	CYD + 20%
Preventative Care						
Children Birth to age 16	No Charge	20%	No Charge	20%	No Charge	20%
Age 17 and above	No Charge	CYD + 20%	No Charge	CYD + 20%	No Charge	CYD + 20%
Well Woman Exam	No Charge	CYD + 20%	No Charge	CYD + 20%	No Charge	CYD + 20%
Mammograms	No Charge	CYD + 20%	No Charge	CYD + 20%	No Charge	CYD + 20%
Retail Prescriptions (30 days)	Tiering Rx program by product type		Tiering Rx program by product type		Tiering Rx program by product type	
Tier 1	\$10	CYD + 40%	\$10	CYD + 40%	\$10	CYD + 40%
Tier 2	\$30	CYD + 40%	\$30	CYD + 40%	\$30	CYD + 40%
Tier 3	\$50	CYD + 40%	\$50	CYD + 40%	\$50	CYD + 40%
Mail Order Prescriptions (90 days)	Tiering Rx program by product type		Tiering Rx program by product type		Tiering Rx program by product type	
Tier 1	\$25	Not Covered	\$25	Not Covered	\$25	Not Covered
Tier 2	\$75	Not Covered	\$75	Not Covered	\$75	Not Covered
Tier 3	\$125	Not Covered	\$125	Not Covered	\$125	Not Covered
Emergency						
Emergency Room Visit	\$100		\$100		\$100	
Ambulance	No Copayment		No Copayment		No Copayment	
Urgent Care Center	\$35	\$35	\$35	\$35	\$35	\$35
Hospital						
Inpatient	\$250	CYD + 20%	\$250	CYD + 20%	\$250	CYD + 20%
Outpatient	\$125	CYD + 20%	\$125	CYD + 20%	\$125	CYD + 20%
Outpatient Diagnostic Testing	\$125	CYD + 20%	\$125	CYD + 20%	\$125	CYD + 20%
Laboratory & X-Rays	No Charge	CYD + 20%	No Charge	CYD + 20%	No Charge	CYD + 20%
Mental Health & Substance Abuse						
Inpatient	\$250	CYD + 20%	\$250	CYD + 20%	\$250	CYD + 20%
Outpatient	\$10	CYD + 20%	\$10	CYD + 20%	\$10	CYD + 20%
Premium	CURRENT	DIFFERENCE	RENEWAL	DIFFERENCE	RENEWAL	DIFFERENCE
Employee 117	\$634.19	n/a	\$851.92	\$217.73	\$742.00	\$107.81
EE + Spouse 39	\$1,356.60	n/a	\$1,831.47	\$474.87	\$1,587.22	\$230.62
EE + Child 54	\$1,172.83	n/a	\$1,582.28	\$409.45	\$1,372.21	\$199.38
Family 74	\$1,895.22	n/a	\$2,561.81	\$666.59	\$2,217.41	\$322.19
<b>Monthly Premium</b>	<b>\$330,686.73</b>		<b>\$446,119.03</b>		<b>\$386,903.47</b>	
<b>Annual Premium</b>	<b>\$3,968,240.76</b>		<b>\$5,353,428.36</b>		<b>\$4,642,841.69</b>	
<b>\$ Increase</b>	<b>N/A</b>		<b>\$1,385,187.60</b>		<b>\$674,600.93</b>	
<b>% Increase</b>	<b>N/A</b>		<b>34.9%</b>		<b>17.0%</b>	

\*(v) = number of visits per year

**\*Rates Not Finalized**

**Village of Wellington**  
Wellington Council Meeting November 10, 2015  
**Medical Insurance RFP Evaluation**  
**Effective: January 1, 2016**

	<b>CURRENT</b>		<b>Alternative #1</b>		<b>Alternative #2</b>	
	<b>Cigna Open Access Plus Single Option</b>		<b>Aetna Health Network Option Plan</b>		<b>Florida Blue BlueOptions Plan 03748</b>	
<b>Schedule of Benefits</b>	Open Access	Out of Network	In-Network	Out of Network	In-Network	Out of Network
<b>Funding Type</b>	Fully Insured - Participating Minimum Premium		Fully Insured		Fully Insured	
<b>Deductible</b>						
Single	None	\$500	None	\$500	None	\$500
Family Maximum	None	\$1,000	None	\$1,000	None	<b>\$1,500</b>
<b>Out of Pocket Maximum</b>	Includes All Costs		Includes All Costs		Includes All Costs	
Single	\$1,500	\$2,500	\$1,500	\$2,500	\$1,500	<b>\$3,000</b>
Family	\$3,000	\$5,000	\$3,000	\$5,000	\$3,000	<b>\$6,000</b>
<b>Office Visits</b>						
Physician Office Visit	\$10	CYD + 20%	\$10	CYD + 20%	\$10	CYD + <b>40%</b>
Specialist Office Visit	\$25	CYD + 20%	\$25	CYD + 20%	\$25	CYD + <b>40%</b>
Chiropractor	\$25 (20v)	CYD + 20%	<b>\$10 (20v)</b>	CYD + 20%	<b>\$25 (26v)</b>	CYD + <b>40%</b>
Physical Therapy / Rehab Therapy	\$25 (20v)	CYD + 20%	<b>\$10 (30v)</b>	CYD + 20%	<b>\$25 (35v)</b>	CYD + <b>40%</b>
<b>Preventative Care</b>						
Children Birth to age 16	No Charge	20%	No Charge	CYD + 20%	No Charge	<b>40%</b>
Age 17 and above	No Charge	CYD + 20%	No Charge	<b>Not Covered</b>	No Charge	<b>40%</b>
Well Woman Exam	No Charge	CYD + 20%	No Charge	<b>Not Covered</b>	No Charge	<b>40%</b>
Mammograms	No Charge	CYD + 20%	No Charge	CYD + 20%	No Charge	<b>40%</b>
<b>Retail Prescriptions (30 days)</b>	Tiering Rx program by product type		Tiering Rx program by product type		Tiering Rx program by product type	
Tier 1	\$10	CYD + 40%	\$10	<b>Not Covered</b>	\$10	
Tier 2	\$30	CYD + 40%	\$30	<b>Not Covered</b>	\$30	<b>50%</b>
Tier 3	\$50	CYD + 40%	\$50	<b>Not Covered</b>	\$50	
<b>Mail Order Prescriptions (90 days)</b>	Tiering Rx program by product type		Tiering Rx program by product type		Tiering Rx program by product type	
Tier 1	\$25	Not Covered	\$25	Not Covered	\$25	
Tier 2	\$75	Not Covered	\$75	Not Covered	\$75	<b>50%</b>
Tier 3	\$125	Not Covered	\$125	Not Covered	\$125	
<b>Emergency</b>						
Emergency Room Visit	\$100		\$100		\$100	
Ambulance	No Copayment		No Copayment		No Copayment	
Urgent Care Center	\$35	\$35	\$35	<b>CYD + 20%</b>	<b>\$30</b>	<b>CYD + 40%</b>
<b>Hospital</b>						
Inpatient	\$250	CYD + 20%	\$250	CYD + 20%	Opt. 1/Opt. 2 <b>\$250/\$500</b>	\$750
Outpatient	\$125	CYD + 20%	\$125	CYD + 20%	<b>\$150/\$250</b>	<b>\$300</b>
Outpatient Diagnostic Testing	\$125	CYD + 20%	\$125	CYD + 20%	\$125	CYD + <b>40%</b>
Laboratory & X-Rays	No Charge	CYD + 20%	No Charge	CYD + 20%	<b>\$50</b>	CYD + <b>40%</b>
<b>Mental Health &amp; Substance Abuse</b>						
Inpatient	\$250	CYD + 20%	\$250	CYD + 20%	<b>No Charge</b>	\$750
Outpatient	\$10	CYD + 20%	<b>\$25</b>	CYD + 20%	<b>No Charge</b>	<b>40%</b>
<b>Premium</b>	<b>CURRENT</b>	<b>DIFFERENCE</b>	<b>RENEWAL</b>	<b>DIFFERENCE</b>	<b>RENEWAL</b>	<b>DIFFERENCE</b>
Employee 117	\$634.19	n/a	\$795.74	\$161.55	\$843.96	\$209.77
EE + Spouse 39	\$1,356.60	n/a	\$1,663.10	\$306.50	\$2,008.63	\$652.03
EE + Child 54	\$1,172.83	n/a	\$1,480.08	\$307.25	\$1,552.89	\$380.06
Family 74	\$1,895.22	n/a	\$2,355.39	\$460.17	\$2,633.16	\$737.94
<b>Monthly Premium</b>	<b>\$330,686.73</b>		<b>\$412,185.66</b>		<b>\$455,789.79</b>	
<b>Annual Premium</b>	<b>\$3,968,240.76</b>		<b>\$4,946,227.92</b>		<b>\$5,469,477.48</b>	
<b>\$ Increase</b>	<b>N/A</b>		<b>\$977,987.16</b>		<b>\$1,501,236.72</b>	
<b>% Increase</b>	<b>N/A</b>		<b>24.6%</b>		<b>37.8%</b>	

\*(v) = number of visits per year

**Wellington Employee Benefits Executive Cost Summary**  
**Effective Date:** Wellington, 1, 2016 Meeting November 10, 2015

COVERAGE		CURRENT			RENEWAL		
HEALTH		CIGNA HealthCare			CIGNA HealthCare		
		Total	Employer	Employee	Total	Employer	Employee
Employee	117	\$634.19	\$609.19	\$25.00	\$740.14	\$715.14	\$25.00
EE+Spouse	39	\$1,356.60	\$1,124.60	\$232.00	\$1,587.41	\$1,355.41	\$232.00
EE+Child(ren)	54	\$1,172.83	\$996.83	\$176.00	\$1,371.88	\$1,195.88	\$176.00
EE+Family	74	\$1,895.22	\$1,495.22	\$400.00	\$2,219.12	\$1,819.12	\$400.00
<b>MONTHLY PREMIUM</b>		<b>\$330,686.73</b>	<b>\$279,609.73</b>	<b>\$51,077.00</b>	<b>\$386,801.77</b>	<b>\$335,724.77</b>	<b>\$51,077.00</b>
<b>ANNUAL PREMIUM</b>		<b>\$3,968,240.76</b>	<b>\$3,355,316.76</b>	<b>\$612,924.00</b>	<b>\$4,641,621.24</b>	<b>\$4,028,697.24</b>	<b>\$612,924.00</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$673,380.48</b>	<b>\$673,380.48</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>17.0%</b>	<b>20.1%</b>	<b>0.0%</b>
DENTAL		Dental Decisions			Dental Decisions		
		Total	Employer	Employee	Total	Employer	Employee
DIRECT ASSIGNMENT							
Employee	104	\$54.30	\$54.30	\$0.00	\$54.30	\$54.30	\$0.00
EE+Spouse	41	\$85.12	\$76.81	\$8.31	\$85.12	\$76.81	\$8.31
EE+Child(ren)	38	\$99.80	\$87.54	\$12.26	\$99.80	\$87.54	\$12.26
EE+Family	102	\$114.48	\$98.26	\$16.22	\$114.48	\$98.26	\$16.22
<b>MONTHLY COST</b>		<b>\$24,606.48</b>	<b>\$22,145.45</b>	<b>\$2,461.03</b>	<b>\$24,606.48</b>	<b>\$22,145.45</b>	<b>\$2,461.03</b>
<b>ANNUAL COST</b>		<b>\$295,277.76</b>	<b>\$265,745.40</b>	<b>\$29,532.36</b>	<b>\$295,277.76</b>	<b>\$265,745.40</b>	<b>\$29,532.36</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
VISION		Humana			Humana		
		Total	Employer	Employee	Total	Employer	Employee
Employee	116	\$3.74	\$3.74	\$0.00	\$3.74	\$3.74	\$0.00
EE+Spouse	60	\$7.46	\$5.90	\$1.56	\$7.46	\$5.90	\$1.56
EE+Child(ren)	32	\$13.80	\$9.56	\$4.24	\$13.80	\$9.56	\$4.24
EE+Family	78	\$17.52	\$11.72	\$5.80	\$17.52	\$11.72	\$5.80
<b>MONTHLY COST</b>		<b>\$2,689.60</b>	<b>\$2,007.92</b>	<b>\$681.68</b>	<b>\$2,689.60</b>	<b>\$2,007.92</b>	<b>\$681.68</b>
<b>ANNUAL COST</b>		<b>\$32,275.20</b>	<b>\$24,095.04</b>	<b>\$8,180.16</b>	<b>\$32,275.20</b>	<b>\$24,095.04</b>	<b>\$8,180.16</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
HRA FUNDING		Benefits Workshop			Chard Snyder		
		Total	Employer	Employee	Total	Employer	Employee
Benefit Eligible Employees	286	\$1,037.00	\$1,037.00	\$0.00	\$1,065.00	\$1,065.00	\$0.00
<b>ANNUAL COST</b>		<b>\$296,582.00</b>	<b>\$296,582.00</b>	<b>\$0.00</b>	<b>\$304,590.00</b>	<b>\$304,590.00</b>	<b>\$0.00</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$8,008.00</b>	<b>\$8,008.00</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>2.7%</b>	<b>2.7%</b>	<b>0.0%</b>
HRA / FSA ADMINISTRATION		Benefits Workshop			Chard Snyder		
		Total	Employer	Employee	Total	Employer	Employee
HRA Administration	286	\$7.00	\$7.00	\$0.00	\$5.00	\$5.00	\$0.00
FSA Administration	42	\$6.00	\$6.00	\$0.00	\$4.75	\$4.75	\$0.00
<b>MONTHLY PREMIUM</b>		<b>\$2,254.00</b>	<b>\$2,254.00</b>	<b>\$0.00</b>	<b>\$1,629.50</b>	<b>\$1,629.50</b>	<b>\$0.00</b>
<b>ANNUAL PREMIUM</b>		<b>\$27,048.00</b>	<b>\$27,048.00</b>	<b>\$0.00</b>	<b>\$19,554.00</b>	<b>\$19,554.00</b>	<b>\$0.00</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>-\$7,494.00</b>	<b>-\$7,494.00</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>-27.7%</b>	<b>-27.7%</b>	<b>0.0%</b>
LIFE		CIGNA Group Benefits			CIGNA Group Benefits		
		Total	Employer	Employee	Total	Employer	Employee
Life Rate		\$0.175	\$0.175	\$0.00	\$0.175	\$0.175	\$0.00
AD&D Rate		\$0.025	\$0.025	\$0.00	\$0.025	\$0.025	\$0.00
Total Life and AD&D		<b>\$0.200</b>	<b>\$0.200</b>	<b>\$0.00</b>	<b>\$0.200</b>	<b>\$0.200</b>	<b>\$0.00</b>
Life Volume		\$27,013,800.00	\$27,013,800.00	\$0.00	\$27,013,800.00	\$27,013,800.00	\$0.00
<b>MONTHLY PREMIUM</b>		<b>\$5,402.76</b>	<b>\$5,402.76</b>	<b>\$0.00</b>	<b>\$5,402.76</b>	<b>\$5,402.76</b>	<b>\$0.00</b>
<b>ANNUAL PREMIUM</b>		<b>\$64,833.12</b>	<b>\$64,833.12</b>	<b>\$0.00</b>	<b>\$64,833.12</b>	<b>\$64,833.12</b>	<b>\$0.00</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
LONG TERM DISABILITY		CIGNA Group Benefits			CIGNA Group Benefits		
		Total	Employer	Employee	Total	Employer	Employee
LTD Rate		\$0.33	\$0.33	\$0.00	\$0.33	\$0.33	\$0.00
LTD Volume		\$1,303,465.00	\$1,303,465.00	\$0.00	\$1,303,465.00	\$1,303,465.00	\$0.00
<b>MONTHLY PREMIUM</b>		<b>\$4,301.43</b>	<b>\$4,301.43</b>	<b>\$0.00</b>	<b>\$4,301.43</b>	<b>\$4,301.43</b>	<b>\$0.00</b>
<b>ANNUAL PREMIUM</b>		<b>\$51,617.21</b>	<b>\$51,617.21</b>	<b>\$0.00</b>	<b>\$51,617.21</b>	<b>\$51,617.21</b>	<b>\$0.00</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
SHORT TERM DISABILITY		CIGNA Group Benefits			CIGNA Group Benefits		
		Total	Employer	Employee	Total	Employer	Employee
STD Rate		\$0.38	\$0.38	\$0.00	\$0.38	\$0.38	\$0.00
STD Volume		\$199,763.00	\$199,763.00	\$0.00	\$199,763.00	\$199,763.00	\$0.00
<b>MONTHLY PREMIUM</b>		<b>\$7,590.99</b>	<b>\$7,590.99</b>	<b>\$0.00</b>	<b>\$7,590.99</b>	<b>\$7,590.99</b>	<b>\$0.00</b>
<b>ANNUAL PREMIUM</b>		<b>\$91,091.93</b>	<b>\$91,091.93</b>	<b>\$0.00</b>	<b>\$91,091.93</b>	<b>\$91,091.93</b>	<b>\$0.00</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
EMPLOYEE ASSISTANCE PROGRAM		Horizon Health			Horizon Health		
		Total	Employer	Employee	Total	Employer	Employee
EAP Rate	345	\$2.58	\$2.58	\$0.00	\$2.66	\$2.66	\$0.00
<b>MONTHLY PREMIUM</b>		<b>\$890.10</b>	<b>\$890.10</b>	<b>\$0.00</b>	<b>\$917.70</b>	<b>\$917.70</b>	<b>\$0.00</b>
<b>ANNUAL PREMIUM</b>		<b>\$10,681.20</b>	<b>\$10,681.20</b>	<b>\$0.00</b>	<b>\$11,012.40</b>	<b>\$11,012.40</b>	<b>\$0.00</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$331.20</b>	<b>\$331.20</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>3.1%</b>	<b>3.1%</b>	<b>0.0%</b>
SUMMARY		Total	Employer	Employee	Total	Employer	Employee
<b>TOTAL ANNUAL PREMIUM</b>		<b>\$4,837,647.18</b>	<b>\$4,187,010.66</b>	<b>\$650,636.52</b>	<b>\$5,511,872.86</b>	<b>\$4,861,236.34</b>	<b>\$650,636.52</b>
<b>\$ INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$674,225.68</b>	<b>\$674,225.68</b>	<b>\$0.00</b>
<b>% INCREASE</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>13.9%</b>	<b>16.1%</b>	<b>0.0%</b>





# Village of Wellington

## Legislation Text

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**File #:** AT2015-336, **Version:** 1


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### ADMINISTRATIVE TRANSMITTAL

**DATE:** October 6, 2015

**TO:** Mayor Margolis  
Vice Mayor Greene  
Councilman Willhite  
Councilwoman Gerwig  
Councilman McGovern

**FROM:** Kim Gibbons

**THRU:**   
Paul Schofield

**CC:** Senior Staff  
Legal  
Awilda Rodriguez

**RE:** Health Insurance Survey

On Tuesday, September 29<sup>th</sup>, a survey was sent to employees regarding their satisfaction with Cigna, our current health insurance provider. The survey allowed for anonymous responses which were then collected by the Gehring Group. As of this morning, 72 have responded to the survey (attached). Below is a brief synopsis of the results:

- 83% of respondents reported a “positive” or “somewhat positive” overall experience with Cigna; only 1 respondent had a “very negative” experience
- 76% of respondents were “extremely” or “very satisfied” with Cigna’s network of doctors and hospitals; only 2 respondents were “not very satisfied”
- 69% of respondents were “extremely” or “very satisfied” with Cigna’s range of services (i.e. preventative care, emergency care, specialists, etc.); 4 respondents were “not very satisfied”

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**File #: AT2015-336, Version: 1**

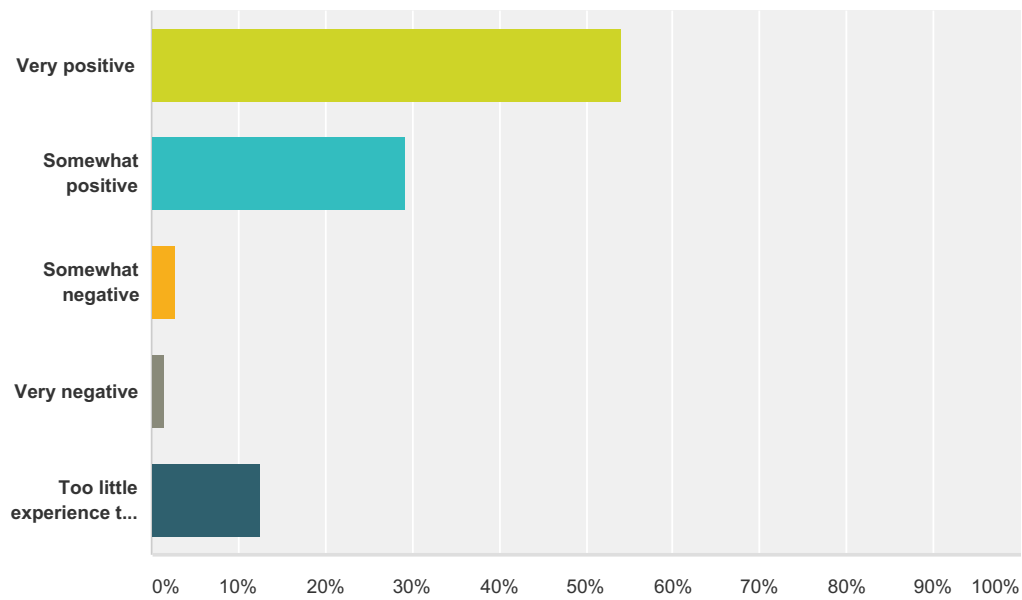
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- 81% of respondents have had no difficulties getting services covered under Cigna (comments regarding services that were not covered included weight loss surgery, infertility treatments and others)
- 82% of respondents have had no difficulty filling prescriptions under Cigna (comments regarding non-coverage included skin cream from the dermatologist, Lidoderm patches (generic only), topical acne cream and prescriptions requiring preauthorization)
- 94% of respondents have had no problems with claims being paid by Cigna

The Gehring Group is currently reviewing options for 2016 employee health insurance scheduled to be presented to Council on November 10, 2015.

## Q1 Please rate your overall experience with Cigna.

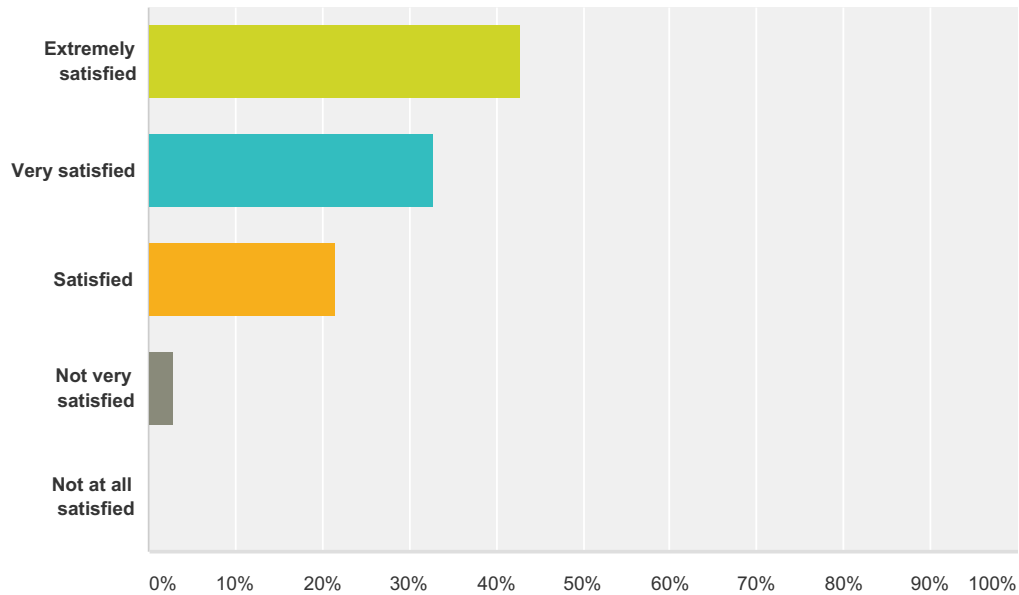
Answered: 72 Skipped: 0



Answer Choices	Responses	
Very positive	54.17%	39
Somewhat positive	29.17%	21
Somewhat negative	2.78%	2
Very negative	1.39%	1
Too little experience to evaluate	12.50%	9
<b>Total</b>		<b>72</b>

## Q2 How satisfied are you with the network of doctors, hospitals and facilities available under your current health plan?

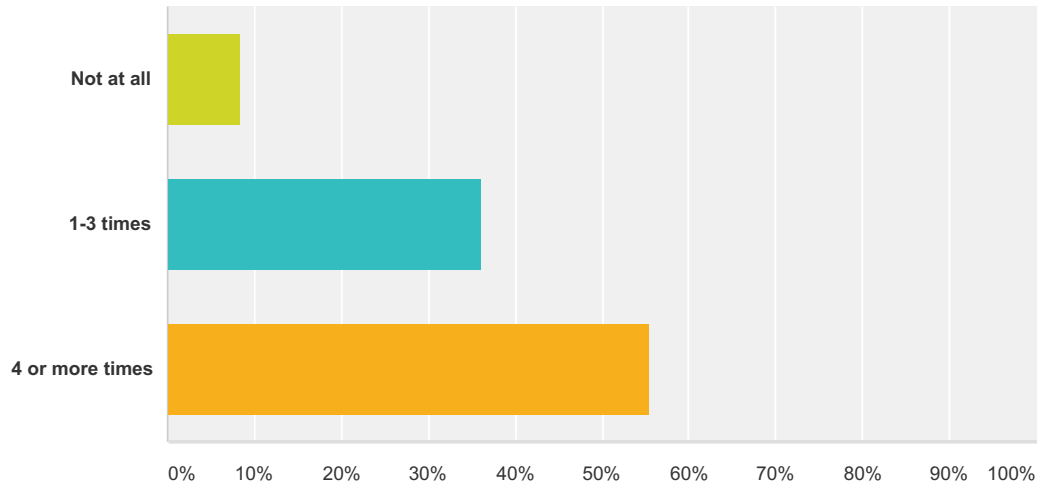
Answered: 70 Skipped: 2



Answer Choices	Responses	
Extremely satisfied	42.86%	30
Very satisfied	32.86%	23
Satisfied	21.43%	15
Not very satisfied	2.86%	2
Not at all satisfied	0.00%	0
<b>Total</b>		<b>70</b>

### Q3 How many times have you or a covered family member visited a doctor's office or other healthcare facility and used your Cigna health insurance this year?

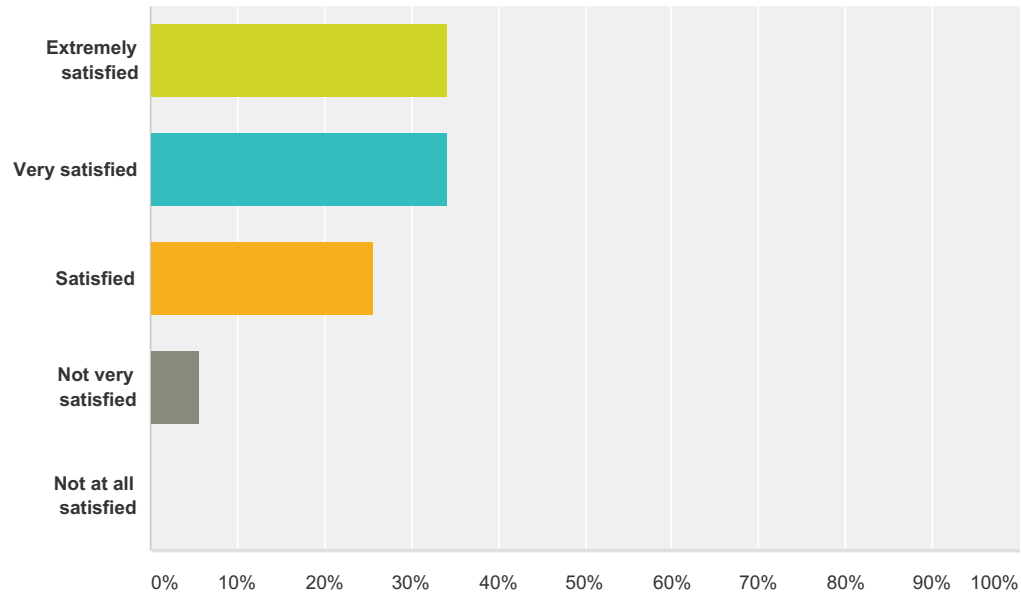
Answered: 72 Skipped: 0



Answer Choices	Responses	
Not at all	8.33%	6
1-3 times	36.11%	26
4 or more times	55.56%	40
<b>Total</b>		<b>72</b>

# **Q4 How satisfied are you with the range of services covered by your current health plan (i.e. preventive care, emergency care, available specialists, chiropractic, etc.)?**

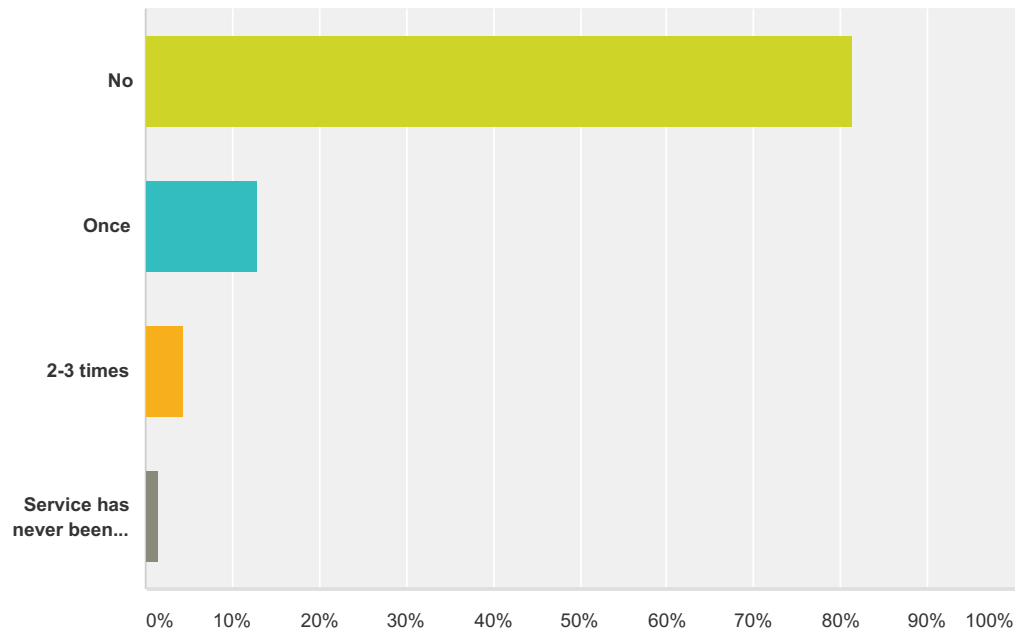
Answered: 70 Skipped: 2



Answer Choices	Responses	
Extremely satisfied	34.29%	24
Very satisfied	34.29%	24
Satisfied	25.71%	18
Not very satisfied	5.71%	4
Not at all satisfied	0.00%	0
<b>Total</b>		<b>70</b>

## Q5 Have you had difficulties getting a service covered under Cigna?

Answered: 70 Skipped: 2



Answer Choices	Responses	
No	81.43%	57
Once	12.86%	9
2-3 times	4.29%	3
Service has never been covered	1.43%	1
<b>Total</b>		<b>70</b>

## Q6 If you had difficulty getting a service covered under Cigna, please explain.

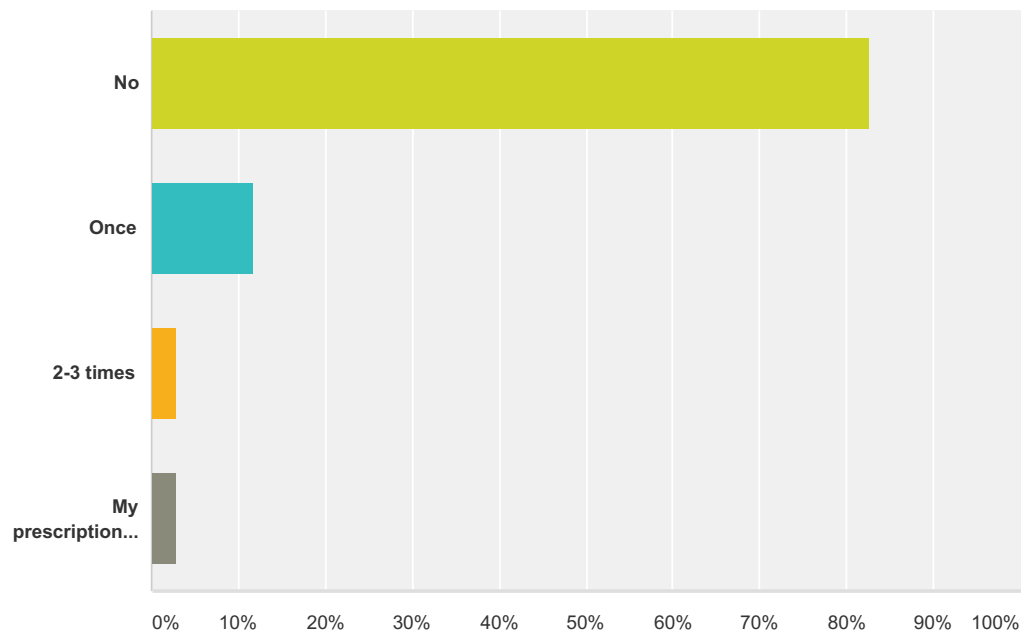
Answered: 10 Skipped: 62

#	Responses	Date
1	My husband had a problem with a blood test they said was not covered when he was in the hospital. We finally rectified it.	10/1/2015 10:48 AM
2	The approval for a procedure or a test takes too long.	9/30/2015 7:30 AM
3	No info to equate at this time.	9/29/2015 8:04 PM
4	Some doctors are not taking Cigna anymore. Cigna takes to long to pay doctors.	9/29/2015 4:17 PM
5	Out of network Doctor	9/29/2015 4:12 PM
6	why isn't weight loss surgery covered? very disappointed	9/29/2015 4:02 PM
7	I feel the chiropractic coverage could be better. Some people have ongoing chronic conditions that need routine treatment. Cigna only provides for isolated instances.	9/29/2015 2:14 PM
8	Infertility treatments are not covered by Cigna	9/29/2015 1:35 PM
9	Pamela Nogueira helped me when my daughter had a delay in approving an mri only because they needed the results of the pervious mri before they could approve it.	9/29/2015 12:16 PM
10	Bill had to be resubmitted several times with the help of the Gehring Group	9/29/2015 11:45 AM



## Q7 Have you had difficulties filling a prescription under Cigna?

Answered: 69 Skipped: 3



Answer Choices	Responses	
No	82.61%	57
Once	11.59%	8
2-3 times	2.90%	2
My prescription has never been covered	2.90%	2
<b>Total</b>		<b>69</b>

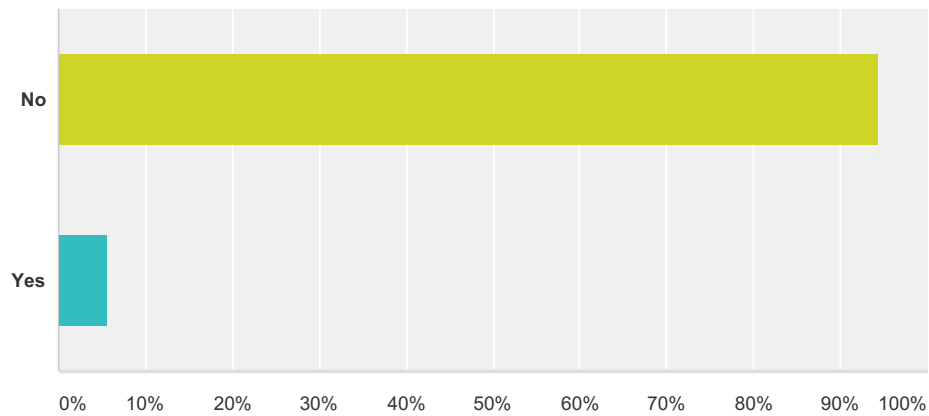
## Q8 If you had difficulty filling a prescription under Cigna, what was the prescription and/or the circumstances?

Answered: 11 Skipped: 61

#	Responses	Date
1	SKIN CREAM FROM THE DERMATOLOGIST.	10/6/2015 8:04 AM
2	Cigna would not cover Lidoderm patches, only the generic brand, unfortunately they are of an inferior quality	9/30/2015 8:09 AM
3	Pharmacy handled the communication. Walgreens stated Cigna would not respond to requests.	9/30/2015 7:30 AM
4	Unable to provide feedback at this time; no prescriptions needed as of date.	9/29/2015 8:04 PM
5	Price if my prescriptions went up with Cigna	9/29/2015 4:17 PM
6	Topical cream for acne	9/29/2015 1:43 PM
7	It was only a problem at the Walmart, because apparently the manufacturer of my rx was not covered but it was fine on mail order.	9/29/2015 12:16 PM
8	I would not call it a difficulty but there was an a long delay in a determination of whether the medication would be approved. It was so I am not certain it is an issue.	9/29/2015 12:13 PM
9	I have not had issue, just want to say that I am pleased that my prescriptions ARE now covered, which had been removed from UHC formulary and were not covered.	9/29/2015 11:53 AM
10	I am very blessed and do not need any prescriptions at this time, so I have not used this benefit.	9/29/2015 11:43 AM
11	preauthorization required for a regular drug that has been on the market over 10 yrs	9/29/2015 11:43 AM

## Q9 Have you had any problems with claims being paid by Cigna?

Answered: 70 Skipped: 2

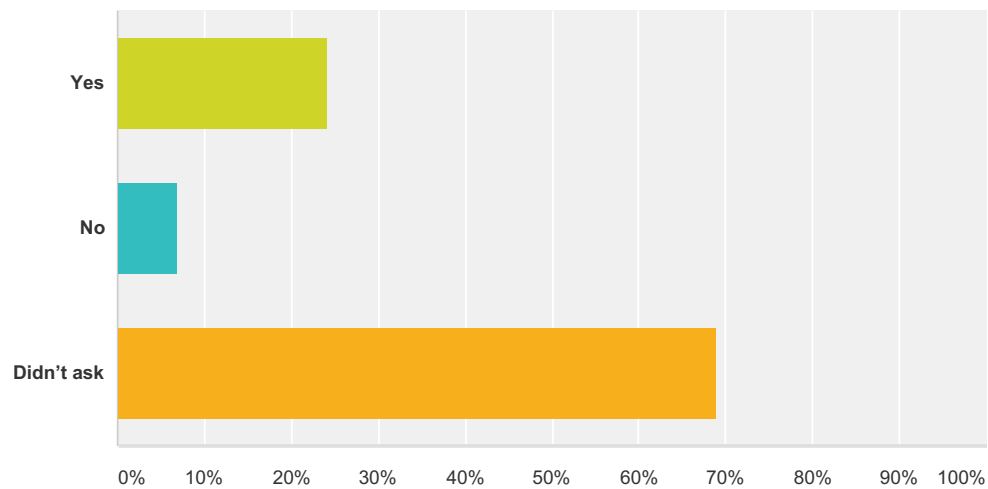


Answer Choices	Responses
No	94.29% 66
Yes	5.71% 4
<b>Total</b>	<b>70</b>

#	If YES, please explain.	Date
1	I have an in-network doctor that they have said is not and are trying to charge me a deductible and coinsurance.	10/3/2015 11:13 PM
2	N/A	9/29/2015 8:04 PM
3	Taking too long to pay doctors so then you get bills for Payment from doctor	9/29/2015 4:17 PM
4	Out of network Doctor	9/29/2015 4:12 PM
5	See above	9/29/2015 11:45 AM

## Q10 If you've had a problem and asked for help, was your issue resolved?

Answered: 58 Skipped: 14



Answer Choices	Responses	
Yes	24.14%	14
No	6.90%	4
Didn't ask	68.97%	40
<b>Total</b>		<b>58</b>

## Q11 Please use this space for any additional comments.

Answered: 13 Skipped: 59

#	Responses	Date
1	The above issue has not been resolved yet. It went back into processing in July 2015	10/3/2015 11:13 PM
2	I haven't used the health insurance.	10/1/2015 10:44 AM
3	please don't change.	9/30/2015 3:24 PM
4	Unable respond to most questions; have not started/needed to utilize medical services as of to date.	9/29/2015 8:04 PM
5	with all of this money paid for top quality insurance why is weight loss surgery not covered? It would save the village in the long run.	9/29/2015 4:02 PM
6	I have had no issues. I was unsure of the change from united but found cigna equally good.	9/29/2015 3:04 PM
7	I prefer to see an Osteopath for my headaches but there just aren't too many available in the network. Also, I wear contact lenses and glasses and as I am getting older, my vision is changing and I need a new prescription more often so I have to be re-examined more frequently but it's not always covered (exams only 1 time every 2 years, contacts or glasses but not both, etc.).	9/29/2015 12:32 PM
8	I have yet to use my Cigna benefits. It is difficult to express my opinion on the service.	9/29/2015 12:06 PM
9	I am very satisfied with Cigna's in-network providers and prescriptions they cover. Also satisfied with the additional services they provide.	9/29/2015 11:54 AM
10	Cigna, this time around, is much better for my needs than Cigna coverage was a few years ago; everything was an issue with Cigna back then - providers, services, prescriptions, etc. The current Cigna coverage has presented no issues for me, and nothing has changed in terms of my needs - providers, prescriptions, and services are the same as they were back then. The coverage is what has improved.	9/29/2015 11:53 AM
11	I mostly use Cigna for preventive care/annual physicals. I do not have any pre-existing illness or medication I take on a regular basis and therefore my experience may be different from other employees with pre-existing conditions. Overall, my experience has been good	9/29/2015 11:52 AM
12	I get statements in the mail it seems like once a week. They spend a lot of money on mailings. I didn't have that with United Health. If we can vote, I would prefer going back to United health.	9/29/2015 11:47 AM
13	Gerhing does a good job solving the Cigna issues	9/29/2015 11:45 AM



# Village of Wellington

## Legislation Text

**File #: 15-653, Version: 1**

**ITEM: RESOLUTION NO. R2015-84 (VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS)**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT FOR ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR THE 2016 MUNICIPAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Approval of the Agreement between the Supervisor of Elections Office and Wellington for Vote Processing Equipment and Election Services for the 2016 Municipal Election.

**EXPLANATION:** Attached is the agreement received from the Supervisor of Elections for the Vote Processing Equipment Use and Election Services for the 2016 election cycle. Also attached is the Schedule of Municipal Election Fees for the 2016 Municipal Elections that are being held in conjunction with the Presidential Primary as well as costs for run-off elections. Of note is that this agreement applies only to stand-alone municipal elections including run-off elections.

Listed below are the changes in the agreement received from the Supervisor of Elections.

- (1) Page 2, 4A (1)(b): "Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions with the resolution if applicable and appoint **at least 3** members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion." *Previously the agreement only stated that members had to be appointed and no specific number of members was designated.*

We are submitting a change to that section since it is possible that the Village may not have at least 3 members of the Canvassing Board in the upcoming election:

"Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions with the resolution if applicable and appoint **at least 3** members of the Municipality's Canvassing Board, **unless otherwise provided by the municipality's Charter** which may or may not include the SOE, at the SOE's discretion." **If requested by the municipality, the SOE may, but shall not be obligated to, serve as a member of the municipality's Canvassing Board.**

- (2) Page 3, 4E(1)(3): "Designate Early Voting sites **120** days prior to each Election and notify SOE in writing of locations." *This had previously had been thirty days prior to the Election.*

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

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**File #: 15-653, Version: 1**

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**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** N/A

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Approval of the Agreement, with Wellington's proposed revisions, between the Supervisor of Elections Office and Wellington for Vote Processing Equipment and Election Services for the 2016 Election.

**RESOLUTION NO. R2015-84****A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL  
APPROVING AND AUTHORIZING THE MAYOR AND  
CLERK TO EXECUTE AN AGREEMENT FOR ELECTION  
SERVICES WITH THE PALM BEACH COUNTY  
SUPERVISOR OF ELECTIONS FOR 2016 MUNICIPAL  
ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Wellington has scheduled a municipal election on March 15, 2016 with the possibility of a second (run-off) election on March 29, 2016, if necessary; and

**WHEREAS**, Wellington desires the Palm Beach County Supervisor of Elections assistance in conducting the municipal election; and

**WHEREAS**, an Agreement, attached hereto as Exhibit "A", outlines the responsibilities of each party for conducting the election and provides that Wellington will share on a pro rata basis with other municipalities participating in the March 2016 elections, the cost incurred by the Supervisor of Elections' Office associated with conducting municipal elections throughout Palm Beach County; and

**WHEREAS**, the costs of conducting the municipal election without the assistance of the Supervisor of Elections is prohibitive at this time.

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

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

**SECTION 2.** Wellington's Council hereby approves the Agreement for Vote Processing Equipment and Election Services by and between the Palm Beach County Supervisor of Elections and Wellington, attached hereto as Exhibit "A", and authorizes the Mayor and Clerk to execute the Agreement on behalf of Wellington.

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

**PASSED AND ADOPTED** this 27<sup>th</sup> day of October 2015

**ATTEST:**

**WELLINGTON**

By: \_\_\_\_\_  
Awilda Rodriguez, Wellington Clerk

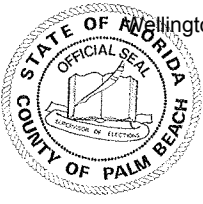
By: \_\_\_\_\_  
Bob Margolis, Mayor

**APPROVED AS TO FORM**



**AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney



# Palm Beach County

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SUSAN BUCHER  
Supervisor of Elections

240 SOUTH MILITARY TRAIL  
WEST PALM BEACH, FL 33415  
POST OFFICE BOX 22309  
WEST PALM BEACH, FL 33416

TELEPHONE: (561) 656-6200  
FAX NUMBER: (561) 656-6287  
WEBSITE: [www.pbcelections.org](http://www.pbcelections.org)

August 11, 2015

Municipal Clerks  
Palm Beach County

Dear Municipal Clerks:

The agreement for Vote Processing, Use and Elections Services is attached for your 2016 election cycle. Please return your signed agreements by the deadline of your candidate qualifying period. We will also need your resolution announcing your election and naming your Canvassing Board. Remember, your Canvassing Board shall be a minimum of 3 members.

You will note a change on page 3 regarding municipalities requesting early voting went from 30 day notice to 120 days, in order for our office to properly prepare for such activities. During the March 15, 2016, Presidential Preference Primary and the municipal elections, we will conduct early voting in conjunction with federal elections.

There were few substantial changes in Election Law this past legislative session; however, due to popular demand, our office will hold Clerk Review and Training in December 2015. We will contact you with the date and time.

If we may provide you with any additional information, please do not hesitate to contact us.

Sincerely,

Susan Bucher

Attachments

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE “INSERT  
MUNICIPALITY NAME”**

**THIS AGREEMENT**, is made and entered into this day of \_\_\_\_\_, 2015, effective January 1, 2016, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the “**SOE**”, and the [insert name of municipality] \_\_\_\_\_, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “Municipality”.

**WITNESSETH:**

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

**1. PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

**2. DATE OF GENERAL MUNICIPAL ELECTION:**

The date of [ Name of Municipality’s ] General Municipal election is **March 15, 2016**. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise,

it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

**3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached here as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

**4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

**A. Notice and Advertisement**

**(1) Municipality**

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint **at least 3** members of the Municipality's Canvassing Board, **unless otherwise provided by the municipality's Charter. which may or may not include the SOE, at the SOE's discretion. If requested by municipality, the SOE may, but shall not be obligated to, serve as a member of the municipality's Canvassing Board.**
- (c) certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

**(2) SOE**

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

**B. Qualifying Candidates and Petition Initiatives**

**(1) Municipality**

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.

- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process

(2) **SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

**C. Ballots**

(1) **Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) **SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

(1) **Municipality**

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) **SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

(1) **Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.

(e) Designate Early Voting sites ~~thirty (30)~~ 120 days prior to each Election and notify SOE in writing of locations.

**(2) SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

**F. Absentee Voting**

**(1) Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

**(2) SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

**G. Polling Places**

**(1) Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily

relocated.

**(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

**H. Precinct Supplies**

**(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

**(2) SOE**

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

**I. Poll Workers**

**(1) Municipality**

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.

- (f) Reimburse SOE for expenses incurred for contracted training locations.

**(2) SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

**(1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**(2) SOE**

- (a) Provide an additional list of poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**(1) Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

**(2) SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.



**L. Post Election Day****(1) Municipality****(2) SOE**

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

**M. Audit****(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

**(2) SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

**N. Recount****(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

**(2) SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

**5. INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

- 6. In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

**7. TERM:**

This Agreement shall begin on the effective date January 1, 2015~~6~~ and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

**8. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this

Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections	<u>Name</u>
240 S. Military Trail	<u>Street Address</u>
West Palm Beach, Florida 33415	<u>Municipality, FL</u>
Attention: Susan Bucher	<u>Attention: Manager</u>

10. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

12. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2015/6.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

**As to the MUNICIPALITY:**

ATTEST:

INSERT NAME OF MUNICIPALITY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Municipal Clerk

\_\_\_\_\_, Mayor

(Affix Municipal Seal)

Date: \_\_\_\_\_

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE VILLAGE OF  
WELLINGTON**

**THIS AGREEMENT**, is made and entered into this day of \_\_\_\_\_, 2015, effective January 1, 2016, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the “**SOE**”, and the Village of Wellington, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “**Municipality**”.

**WITNESSETH:**

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

**1. PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated herein below.

**2. DATE OF GENERAL MUNICIPAL ELECTION:**

The date of the Village of Wellington’s General Municipal election is March 15, 2016. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise,

it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

**3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached here as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

**4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

**A. Notice and Advertisement**

**(1) Municipality**

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint at least 3 members of the Municipality's Canvassing Board, ~~unless otherwise provided by the municipality's Charter, which may or may not include the SOE, at the SOE's discretion.~~ *If requested by municipality, the SOE may, but shall not be obligated to, serve as a member of the municipality's Canvassing Board.*
- (c) certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

**(2) SOE**

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

**B. Qualifying Candidates and Petition Initiatives**

**(1) Municipality**

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.

- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process

**(2) SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

**C. Ballots**

**(1) Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

**(2) SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

**(1) Municipality**

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

**(2) SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

**(1) Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.

- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites ~~thirty (30)~~ 120 days prior to each Election and notify SOE in writing of locations.

**(2) SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

**F. Absentee Voting**

**(1) Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
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**(2) SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
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- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

**G. Polling Places**

**(1) Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.



- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

**(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
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**H. Precinct Supplies**

**(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
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- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

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- (a) Provide Precinct Registers or electronic poll books for each polling place location.
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- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

**I. Poll Workers**

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- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.

- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

**(2) SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

**(1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**(2) SOE**

- (a) Provide an additional list of poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**(1) Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

**(2) SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post Election Day****(1) Municipality****(2) SOE**

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

**M. Audit****(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

**(2) SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

**N. Recount****(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses

required to conduct the Recount.

**(2) SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

**5. INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

**7. TERM:**

This Agreement shall begin on the effective date January 1, 2016 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

**8. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	Village of Wellington 12300 Forest Hill Blvd. Wellington, FL 33414 Attention: Awilda Rodriguez, Clerk

10. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

12. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2016.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

**As to the MUNICIPALITY:**

ATTEST:

VILLAGE OF WELLINGTON

\_\_\_\_\_  
Awilda Rodriguez, Municipal Clerk

\_\_\_\_\_  
Bob Margolis, Mayor

(Affix Municipal Seal)

Date: \_\_\_\_\_

Approved for Legal Sufficiency:

\_\_\_\_\_  
Laurie Cohen, Village Attorney

## **Palm Beach County Supervisor of Elections**

### **Schedule of Municipal Election Fees**

#### **Presidential Preference Primary and Municipal Elections Tuesday, March 15, 2016**

**A. Set up Fee \$400.00**

- Prepare Ballot layout, ADA Ballot Access, ePollbooks
- Post election results on SOE website and Channel 20

**B. The additional costs listed below will be based on the actual expenses incurred by the municipality and included in the post election invoice.**

- Ballot language translations
- Precinct ballot costs for Non Partisan ballots
- Absentee ballot costs for Non Partisan ballots
- Cost of additional ballot card if required, due to additional ballot wording by municipality, plus additional postage amount

## Palm Beach County Supervisor of Elections

### 2016 Municipal Election Run-Off Fees \*

<b>ABSENTEE BALLOTS</b>	
Set up Absentee Ballot fee	0.13
Voter Absentee Ballot requests - staff time	0.89
Absentee Ballot - materials and postage	2.20
Absentee Ballot prep and mailing - staff time	0.50
Recording/verification of Absentee Ballot returns - staff time	0.89
Notification to Absentee Ballot voter regarding disposition of Canvassing Board	0.09
<b>COST PER ABSENTEE BALLOT</b>	<b>\$ 4.70</b>
<b><u>MUNICIPAL PACKAGE</u></b>	
Preparation of audio ballot and language translation	<i>TBD</i>
Ballot preparation and layout - Voting Equipment Center and IT	294.23
Publish legal notices - L&A testing, AB canvassing	<i>TBD</i>
L&A test development	147.12
Provide certification of registered voters after book closing	33.48
Prepare ePoll books - IT	80.16
Provide polling place supplies - signs, cones, tables, chairs, etc.	25.00
Assist in finding poll worker replacements	54.84
Election Day support	330.60
Election Day staff overtime	463.59



## Palm Beach County Supervisor of Elections

### 2016 Municipal Election Run-Off Fees \*

Canvass of Absentee Ballots	328.34
Post election results - SOE website and Channel 20	48.93
Conduct post election audit	118.34
Provide election results	33.48
<b>COST PER MUNICIPALITY</b>	<b>\$ 1,806.29</b>
<b>PRECINCT SERVICES</b>	
Prepare election materials - Voting Equipment Center Staff	13.19
Prepare equipment cabinets and routing of voter equipment	23.24
Prepare precinct scanners and ADA Touch screen equipment	23.24
ePoll book programming and prep time - IT staff	9.63
ePoll book Data Service - 2 ePoll books per precinct	36.00
Management of voting history (post election)	25.27
Notification to provisional voters re: the disposition of Canvassing Board	4.70
<b>COST PER PRECINCT</b>	<b>\$ 135.27</b>
<b>* Fees included in this schedule do not include expenses for delivery and pickup of voting equipment, precinct ballot printing and poll worker salaries ( as customarily billed to municipalities)</b>	



# Village of Wellington

## Legislation Text

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**File #:** 15-746, **Version:** 1

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**ITEM: RESOLUTION NO. R2015-87 (NOTICE OF ELECTION)**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL CONFIRMING THE DATE, TIME AND PLACE FOR THE ELECTION, AND RUN-OFF ELECTION, IF NECESSARY, AS WELL AS THE DATE, TIME AND PLACE FOR QUALIFYING FOR OFFICE; AUTHORIZING THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT ALL LOGIC AND ACCURACY TESTS FOR THE MUNICIPAL ELECTION; CANVASSING FOR THE MARCH 15, 2015 ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Approve Resolution No. R2015-87 noticing the Village of Wellington's Municipal Election.

**EXPLANATION:** Wellington's Charter designates the second Tuesday in March as the uniform election date for any election relating to a municipal office. However, on March 19, 2015, Governor Rick Scott signed a bill scheduling the Presidential Preference Primary ("PPP") for March 15, 2016, and the Palm Beach County Supervisor of Elections ("SOE") requested that all municipalities move the dates of their municipal elections to March 15, 2016.

In compliance with such request and in accordance with Florida Statute 101.75, the Wellington Village Council adopted Ordinance No. 2015-06 moving the date for the Municipal Election to be held concurrently with the Presidential Preference Primary, and designated the dates for a run-off election, if needed as well as the qualifying dates.

Resolution No. R2015-87 confirms the date, time and place for the dates of the election, the run-off election, if needed, and the qualifying period. It also authorizes the Palm Beach County Supervisor of Elections to conduct all logic and accuracy tests for the municipal election.

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** NO

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Approve Resolution No. R2015-87 noticing the Village of Wellington's Municipal Election.

**RESOLUTION NO. R2015-87**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL CONFIRMING THE DATE, TIME AND PLACE FOR THE ELECTION, AND RUN-OFF ELECTION, IF NECESSARY, AS WELL AS THE DATE, TIME AND PLACE FOR QUALIFYING FOR OFFICE; AUTHORIZING THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT ALL LOGIC AND ACCURACY TESTS FOR THE MUNICIPAL ELECTION; CANVASSING FOR THE MARCH 15, 2015 ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wellington Charter designates the second Tuesday in March as the uniform election date for any election relating to a municipal office; and

**WHEREAS**, on March 19, 2015, Governor Rick Scott signed a bill scheduling the Presidential Preference Primary ("PPP") for March 15, 2016, and the Palm Beach County Supervisor of Elections ("SOE") requested that all municipalities move the dates of their municipal elections to March 15, 2016; and

**WHEREAS**, In compliance with such request and in accordance with Florida Statutes Section 101.75, the Wellington Village Council adopted Ordinance No. 2015-06 moving the date for the Municipal Election to be held concurrent with the Presidential Preference Primary; and amending the Candidate Qualifying Period; and

**WHEREAS**, the change in the date of the municipal election to coincide with the date of the PPP requires that municipal candidates must qualify with the Village Clerk no sooner than noon on November 24, 2015 and not later than noon on December 8, 2015; and

**WHEREAS**, a Municipal Election is being held for the Mayor's seat and Council Seats 1, 3 and 4 on March 15, 2016, with a possible Run-Off election to be held on March 29, 2016; and

**WHEREAS**, Wellington, Florida's Council desires to establish election procedures and designate election officials, inspectors and polling locations; and

**WHEREAS**, the Village of Wellington will be submitting proposed Charter Amendments to the voters on March 15, 2016.

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

**SECTION 1.** Notice is hereby given that a Municipal Election will be held for the

1 Mayor's Seat and Council Seats 1, 3 and 4 on Tuesday, March 15, 2016, with a Run-Off  
2 Election, if necessary, scheduled for March 29, 2016.

3  
4 **SECTION 2.** Any qualified elector wishing to become a candidate for Mayor,  
5 Council Seats 1, 3 or 4 must qualify with the Wellington Village Clerk no sooner than  
6 noon, Tuesday, November 24, 2015 and no later than noon, Tuesday, December 8,  
7 2015.

8  
9 **SECTION 3.** The Wellington Village Clerk shall serve as the Municipal  
10 Supervisor of Elections and shall supervise the conduct of the Municipal Election/Run-  
11 Off Election in accordance with the State of Florida Elections Laws and the Village of  
12 Wellington Charter.

13  
14 **SECTION 4.** Because the municipal elections are being held concurrently with  
15 the Presidential Preference Primary ("PPP"), which is a Federal Election, the Palm  
16 Beach County Supervisor of Elections ("SOE") will be responsible for the following:

- 17  
18 (a) The SOE will secure all polling locations for that election. Wellington's Village  
19 Clerk will be responsible for her normal municipal activities if there is a municipal  
20 run-off, including assigning and paying poll workers, polling locations, delivery  
21 and pickup of equipment and precinct ballot printing.  
22 (b) The same supplies used for the PPP will also be used for municipal elections.  
23 (c) SOE will have a full support staff in the field (poll worker clerks and technicians).  
24 (d) The County Canvassing Board will be canvassing all ballots and the SOE's staff  
25 will tabulate ballots and provide results as usual.  
26 (e) A post-election audit will be done by the County Canvassing Board.  
27 (f) If there is a municipal recount, the Wellington Village Clerk will be responsible for  
28 the administration of a recount, along with SOE staff's assistance, as usual.  
29 (g) Wellington will be responsible for securing poll workers and polling locations for  
30 run-off elections.  
31 (h) The SOE will provide Wellington's Village Clerk with a list of poll workers in case  
32 of a run-off election.  
33 (i) The SOE will provide a list of polling locations to Wellington's Village Clerk in  
34 case of a run-off election.

35  
36 **SECTION 5.** In the event a run-off election is necessary, the Wellington Village  
37 Clerk and Wellington Councilmembers who are not candidates for election shall serve  
38 as the Village of Wellington Canvassing Board for the purpose of conducting the  
39 Municipal Run-Off Election, unless otherwise provided by the Village Charter.

40  
41 **SECTION 6.** The Village of Wellington will be proposing the following four (4)  
42 amendments to the Village's Charter to the voters at the March 15, 2016 election:  
43  
44  
45

1           **(a) VILLAGE OF WELLINGTON REFERENDUM QUESTION NO. 1: FILLING**  
2           **OF VACANCIES FOR MAYOR AND COUNCILMEMBERS:**

3  
4           **Shall all vacancies on the village council be filled in the same way as**  
5           **Mayor?**

6           \_\_\_\_\_ **Yes**

7  
8           \_\_\_\_\_ **No**

9  
10          **(b) VILLAGE OF WELLINGTON REFERENDUM QUESTION NO. 2:**  
11          **INCLUSION OF THE EQUESTRIAN PRESERVE AREA WITHIN THE**  
12          **CHARTER:**

13  
14          **Shall the Charter be amended to include a provision protecting the**  
15          **Equestrian Preserve Area?**

16          \_\_\_\_\_ **Yes**

17  
18          \_\_\_\_\_ **No**

19  
20  
21          **(c) VILLAGE OF WELLINGTON REFERENDUM QUESTION NO. 3: VILLAGE**  
22          **CANVASSING BOARD:**

23  
24          **Shall the canvassing board be composed of a county commissioner,**  
25          **judge and the Village Clerk?**

26          \_\_\_\_\_ **Yes**

27  
28          \_\_\_\_\_ **No**

29  
30  
31          **(d) VILLAGE OF WELLINGTON REFERENDUM QUESTION NO. 4: PROHIBIT**  
32          **COMMERCIAL TRANSIENT OCCUPANCY USES WITHIN THE**  
33          **EQUESTRIAN PRESERVE**

34  
35          **Other than bed and breakfasts, shall commercial transient occupancy**  
36          **be prohibited within the Equestrian Preserve?**

37          \_\_\_\_\_ **Yes**

38  
39          \_\_\_\_\_ **No**

40  
41          **SECTION 7.** The Palm Beach County Supervisor of Elections Office is  
42          designated to tabulate the ballots cast by the Village of Wellington Municipal Election  
43          and Municipal Run-Off Election, if necessary.  
44  
45

1        **SECTION.** The Wellington Village Clerk is hereby directed to forward a copy of  
2 this Resolution to the Palm Beach County Supervisor of Elections upon its adoption.

3  
4        **SECTION 9.** This Resolution shall take effect immediately upon its adoption.  
5

6  
7        **PASSED AND ADOPTED** this 10<sup>th</sup> day of November 2015.  
8

9        **ATTEST:**

**WELLINGTON**

10  
11  
12        By: \_\_\_\_\_  
13                Awilda Rodriguez, Wellington Clerk  
14

By: \_\_\_\_\_  
Bob Margolis, Mayor

15  
16        **APPROVED AS TO FORM**  
17        **AND LEGAL SUFFICIENCY**  
18

19  
20        By: \_\_\_\_\_  
21                Laurie Cohen, Village Attorney  
22  
23



# Village of Wellington

## Legislation Text

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**File #: 15-800, Version: 1**

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**ITEM: RESOLUTION NO. R2015-82 (PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8 WELLINGTON REQUEST FOR UTILIZATION OF LAW ENFORCEMENT TRUST FUNDS (LETF) FOR THE PURCHASE OF AN IN-VEHICLE SURVEILLANCE SYSTEM)**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE PUBLIC SAFETY SUB-FUND BUDGET FOR FISCAL YEAR 2015/2016 BY COMMITTING MONIES FROM PRIOR YEAR REVENUES TO OPERATING EXPENSE FOR THE PURCHASE OF AN IN-VEHICLE SURVEILLANCE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Approval of a request from the Palm Beach County Sheriff's Office District 8 Wellington for use of Law Enforcement Trust Funds (LETF) for the purchase of an in-vehicle surveillance system and associated Budget Amendment #2016-005.

**EXPLANATION:** The Palm Beach County Sheriff's Office District 8 Wellington has submitted a request for utilization of Law Enforcement Trust Funds (LETF) for the purchase of an in-vehicle surveillance system. This equipment can be installed in an unmarked "decoy" vehicle and provide remote video surveillance and recording. The pricing attached is for the purchase of equipment only. The system will then be built by PBSO staff in-house at no charge for labor. PBSO will also provide the server and internet connection required. The estimated cost for materials is approximately \$6,600 (detail attached).

Pursuant to Chapter 932.7055, FS: Application must be "in compliance with the Florida Contraband Forfeiture Act and Florida Statutes with approval by Wellington. Upon appropriation, such funds shall be made available to the Sheriff for its designated use within the confines of Wellington." Also, "All fines and forfeitures levied and collected pursuant to Chapter 316 FS, as the same may be amended from time to time, shall be forwarded to Wellington consistent with the distribution requirements of Section 318.21 FS." Expenditures "shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency."

This request is consistent with statutory guidelines and complies with FS Chapter 932.7055(5) as well as the contractual agreement between the Palm Beach County Sheriff's Office and the Village of Wellington, provided this request is approved.

**BUDGET AMENDMENT REQUIRED:** YES

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

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**File #: 15-800, Version: 1**

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**FISCAL IMPACT:** Adequate funds exist in current and prior years' within Wellington's Law Enforcement Trust Fund Account to cover this expenditure request.

**WELLINGTON FUNDAMENTAL:** Protecting our Investment

**RECOMMENDATION:** Approval of a request from the Palm Beach County Sheriff's Office District 8 Wellington for use of Law Enforcement Trust Funds (LETf) for the purchase of an in-vehicle surveillance system and associated Budget Amendment #2016-005.



**RESOLUTION NO. R2015-82**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL  
AMENDING THE PUBLIC SAFETY SUB-FUND BUDGET  
FOR FISCAL YEAR 2015/2016 BY COMMITTING MONIES  
FROM PRIOR YEAR REVENUES TO OPERATING  
EXPENSE FOR THE PURCHASE OF AN IN-VEHICLE  
SURVEILLANCE SYSTEM; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Village of Wellington receives Law Enforcement Trust Fund disbursements for use under F.S. 318.21; and

**WHEREAS**, said funds are maintained in the General Fund and its sub-fund reserve balances; and

**WHEREAS**, the funds may be committed or assigned by the Wellington Village Council pursuant to Florida Statute 932.7055; and

**WHEREAS**, the Village of Wellington approves the Palm Beach County Sheriff's Office request to purchase an in-vehicle surveillance system; and

**WHEREAS**, the FY 2015/2016 Public Safety Sub-fund budget was in the total amount of \$8,414,813 for law enforcement expenditures and previously amended to add \$11,089 for LETF Purchases; and

**WHEREAS**, this amount will not be sufficient to cover the additional costs for the purchase of the in-vehicle surveillance system; and

**WHEREAS**, a Budget Amendment, attached hereto as Exhibit "A" has been prepared in accordance with Section 6 of Wellington's Charter and in compliance with §166.241(4) (c) Florida's Statutes and Article VII, Purchasing Contracts, and Property Management Policies, Section 2-332 of Wellington's Code of Ordinances assigning \$6,600 from prior years' Law Enforcement Trust Fund revenues and appropriating the funds for operating expense; and

**WHEREAS**, Wellington's Manager recommends approval of the Budget Amendment.

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

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

**SECTION 2.** The Wellington Council hereby approves the Budget Amendment

1 #2016-005 as set forth in Exhibit "A" and authorizes the Mayor to execute the  
2 Amendment as presented.

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

5  
6 **PASSED AND ADOPTED** this 10th day of November, 2015.

7  
8 **ATTEST:**

**WELLINGTON**

9  
10  
11 By: \_\_\_\_\_  
12 Awilda Rodriguez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

13  
14 **APPROVED AS TO FORM**  
15 **AND LEGAL SUFFICIENCY**

16  
17  
18 By: \_\_\_\_\_  
19 Laurie S. Cohen, Village Attorney

**Village of Wellington, FL**  
**Budget Amendment #2016-005**  
**Fiscal Year 2015-2016**

Amend to increase the Public Safety Subfund budget from prior year revenues for the purchase of an in-vehicle surveillance system

PUBLIC SAFETY SUBFUND 005 TO GENERAL FUND			
Description	Fund Balance/Reserves	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Combined Fund Balances (After Budgeted Use)			
Rate Stabilization Reserves	\$ 2,385,000		
Reserve for Insurances	\$ 821,000		
Emergency Reserves	\$ 2,483,625		
Unassigned Fund Balance	\$ 13,472,598		
Total Current Fund Budget		\$ 8,425,902	\$ 8,425,902
Budget Amendment:			
Prior Year Revenues (Reserved)	\$ (6,600)		
Public Safety SubFund		\$ 6,600	
Operating expense			\$ 6,600
Budget Amendment Total	\$ (6,600)	\$ 6,600	\$ 6,600
Ending Fund Balances (Projected)			
Rate Stabilization Reserves	\$ 2,385,000		
Reserve for Insurances	\$ 821,000		
Emergency Reserves	\$ 2,483,625		
Unassigned Fund Balance	\$ 13,465,998		
Total Revised Fund Budget		\$ 8,432,502	\$ 8,432,502

Approved: \_\_\_\_\_

Bob Margolis, Mayor

\_\_\_\_\_ Date



**LT. ELI SHIVITZ**  
**DISTRICT 8 - WELLINGTON**

October 1, 2015

Village of Wellington  
12300 Forest Hill Blvd.  
Wellington, FL 33414

Re: LETF Funds to Purchase In-Vehicle Surveillance Equipment

The Palm Beach County Sheriff's Office District 8 Wellington would like to request utilization of Law Enforcement Trust Funds (LETF) for the purchase of an in-vehicle surveillance system. This equipment can be installed in an unmarked vehicle and would provide remote video surveillance and recording for investigative purposes. The amount being requested is for hardware only. The system would be assembled in-house by PBSO staff, thus eliminating any costs for associated labor. Similar systems can cost approximately \$10,000. PBSO would also provide the server and high speed internet connection at no cost to Wellington.

The price for all parts necessary to build this system is approximately \$6,600 (parts list attached).

This request is consistent with statutory guidelines and complies with F.S. Chapter 932.7055(5) and the contractual agreement between PBSO and the Village of Wellington.

Please let me know if you have any further questions regarding this request.

Respectfully,

Lt. Eli Shaivitz  
Executive Officer  
District 8 - Wellington  
Palm Beach County Sheriff's Office

## Line Items

Description	Item Cost	Oly	Total	Actual	Req#	Order Date	Invoice sent	Rx Date	Source
System Components									
AXIS M7014 4 Channel Encoder	331.17	1	331.17						<a href="#">Wlan Mall</a>
Canon VBM40	1959	1	1959						<a href="#">Wlan Mall</a>
Cradlepoint COR IBR600NM	325.49	1	325.49						<a href="#">Wlan Mall</a>
Day Night Camera	119.99	3	359.97						<a href="#">www.supercircuits.com</a>
Day Night Camera	149.99	1	149.99						<a href="#">www.supercircuits.com</a>
8d AGM Deka Battery	368.92	2	737.84						<a href="#">Original Equipment Company</a>
ProMariner Battery Charger	344.98	1	344.98						<a href="#">www.portsupply.com</a>
64 GB Micro SD Card	34.99	2	69.68						<a href="#">www.bestbuy.com</a>
Blue Sea Fuse Block	34.3		34.3						<a href="http://www.amazon.com/Blue-Sea-Systems-Blade-Block/dp/B000THQ0CO/ref=sr_1_2?ie=UTF8&amp;qid=1385066790&amp;sr=8-2&amp;keywords">http://www.amazon.com/Blue-Sea-Systems-Blade-Block/dp/B000THQ0CO/ref=sr_1_2?ie=UTF8&amp;qid=1385066790&amp;sr=8-2&amp;keywords</a>
Synology Camera License	50	4	200						<a href="#">www.synology.com</a>
Covert Track CDMA 5 Sec Updates 1 year	1019.95	1	1019.95						<a href="#">Covert Track</a>
Adhesives	60	1	60						<a href="#">Amazon/ Home Depot</a>
Wire/connectors	150	1	150						<a href="#">Grainger</a>
wood/carpet	75	1	75						
unforseen supplies	300	1	300						<a href="#">relays/switches/misc expenditures</a>
			0						
Video Server Components									
VCD Sponsered (Pending)			0						<a href="#">VCD Sponsered (Pending)</a>
			6117.37						Build Price
Misc.									
Verizon AirCard	12	0	480						Telecom Assumes after first year (pending Telcom)



# Village of Wellington

## Legislation Text

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**File #: 15-810, Version: 2**

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**ITEM: RESOLUTION NO. R2015-83 (DROWNING PREVENTION COALITION “BUCKS” CERTIFICATE PROGRAM)**

**A RESOLUTION OF WELLINGTON, FLORIDA’S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE DROWNING PREVENTION COALITION OF PALM BEACH COUNTY TO PROVIDE FOR VOUCHERS FOR FREE SWIMMING LESSONS UNDER THE “BUCK PROGRAM” FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Approval of the FY16 Drowning Prevention Coalition “Bucks” Program.

**EXPLANATION:** The Drowning Prevention Coalition “Bucks” Program assists those underprivileged individuals from across Palm Beach County who would like to participate in swimming lessons but who might not otherwise be able to afford them.

In 2004, Wellington joined other aquatics facilities in Palm Beach County to accept the Drowning Prevention Coalition “Bucks” Program certificates. These certificates are accepted through the program as a form of payment which is then reimbursed to Wellington by the Drowning Prevention Coalition in the form of a monthly check. Wellington has accepted these certificates as a form of payment for the past eleven years.

Historically, participation numbers ranged from 25 in FY10, 21 in FY11, 28 in FY12, 9 in FY13, 9 in FY14 and 18 in FY15 with revenues during that time between \$1,400 and \$1,700 depending on participation (chart attached). There was a significant drop off in participation in FY13 and FY14 which only saw 9 vouchers and \$540 in revenue. This was partially due to a decrease in the program budget from approximately \$67,000 in FY11, \$57,000 in FY12, \$48,000 in FY13 and \$24,000 in FY14. There was a decrease in funding in FY14 due to the lack of rollover budget funds available in previous years. Participation numbers increased slightly in FY15 to 18 vouchers and \$1,080 in revenue. Anticipated revenues for FY16 are between \$500 and \$1,100 due to the continued decrease in Drowning Prevention Coalition funding.

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** Anticipated revenues will be based on historical attendance and are expected to be between \$500 and \$1,100.

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Approval of the FY16 Drowning Prevention Coalition “Bucks” Program.

**RESOLUTION NO. R2015-83**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL  
APPROVING AND AUTHORIZING THE MAYOR AND  
CLERK TO EXECUTE AN INTERLOCAL AGREEMENT  
WITH THE DROWNING PREVENTION COALITION OF  
PALM BEACH COUNTY TO PROVIDE FOR VOUCHERS  
FOR FREE SWIMMING LESSONS UNDER THE "BUCK  
PROGRAM" FOR FISCAL YEAR 2015-2016; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Drowning Prevention Coalition of Palm Beach County was created to generate public awareness of the danger of childhood drowning and implement a water safety program to reduce drowning incidents; and

**WHEREAS**, the Drowning Prevention Coalition of Palm Beach County has proposed an Interlocal Agreement with Wellington to provide for vouchers for free swimming lessons for those individuals under the "Buck Program" who may not otherwise have the ability to afford them; and

**WHEREAS**, Staff recommends that the Village Council approve the Interlocal Agreement with the Drowning Prevention Coalition of Palm Beach County; and

**WHEREAS**, such Interlocal Agreement has been prepared and a copy is attached hereto.

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

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

**SECTION 2.** The Wellington Council hereby approves the Interlocal Agreement with the Drowning Prevention Coalition of Palm Beach County, attached hereto as Exhibit "A" and hereby authorizes the Mayor and Clerk to execute the Agreement.

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

**PASSED AND ADOPTED** this 10<sup>th</sup> day of November, 2015.

1  
2 **ATTEST:**

**WELLINGTON**

3  
4  
5 By: \_\_\_\_\_  
6 Awilda Rodriguez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

7  
8 **APPROVED AS TO FORM**  
9 **AND LEGAL SUFFICIENCY**

10  
11  
12 By: \_\_\_\_\_  
13 Laurie Cohen, Village Attorney



	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	TOTALS
<b>Residents</b>	38	40	16	8	1	2	3	6	1	5	120
<b>Non-Residents</b>	35	120	71	6	24	19	25	3	8	13	324
<b>Not Known</b>	16	0	0	0	0	0	0	0	0	0	16
<b>Total Vouchers</b>	90	159	87	14	25	21	28	9	9	18	460
<b>Total Profit</b>	\$4,950.00	\$8,745.00	\$4,785.00	\$825.00	\$1,375.00	\$1,155	\$1,680	\$540	\$540	\$1,080	\$25,675.00

## **INTERLOCAL AGREEMENT FOR SWIMMING LESSONS**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the Village of Wellington, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

**WHEREAS**, COUNTY, through its Drowning Prevention Coalition's ("DPC") Learn to Swim Program, distributes vouchers to the public which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County; and

**WHEREAS**, the parties desire to enter into this Agreement for MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the COUNTY and the MUNICIPALITY agree as follows:

### **ARTICLE 1 - SERVICES**

MUNICIPALITY shall offer and provide swimming lesson classes to individuals who present vouchers issued by the DPC Learn to Swim Program. Each class to be offered and provided shall consist of a series of at least six swimming lessons and shall be identified in **Exhibit A**, attached hereto and incorporated herein. **Exhibit A** shall set forth the name, type, swimming level, dates, location, minimum participation requirements, if any, and MUNICIPALITY'S usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY'S usual and customary fee is \$50.00 or less. If MUNICIPALITY'S usual and customary fee for a swim class is more than \$50.00, then the maximum fee that MUNICIPALITY may charge voucher holders for said class is its usual and customary fee minus \$50.00. Said classes may be open to the public and are not restricted to voucher holders.

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY represents and warrants that its aquatic facility is in compliance, and shall continue to be in compliance, with Section 514.031, Florida Statutes, all applicable rules and requirements of the State and County Health Departments, and all other applicable laws, rules and regulations. Prior to execution of this Agreement, MUNICIPALITY must provide to

COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

## **ARTICLE 2 – COMMENCEMENT AND TERM**

This Agreement shall commence on October 1, 2015 and shall remain in effect until September 30, 2016.

## **ARTICLE 3 - PAYMENTS TO MUNICIPALITY**

- A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY its usual and customary fee per class as set forth in Exhibit A hereto, up to a maximum of \$50.00 per class series provided to a voucher holder. As provided in Resolution No. R-2005-1906, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.
- B. MUNICIPALITY shall invoice COUNTY monthly based on the number of swimming lesson classes provided hereunder. Invoices shall include a list of the names and contact information of students to whom lessons were actually provided, the name, dates, and times of the classes provided, and any other documentation deemed necessary by COUNTY to verify that services have been rendered in conformity with this Agreement and any applicable DPC Learn to Swim Program criteria, policies and procedures.

## **ARTICLE 4 - TERMINATION**

The COUNTY may terminate this Agreement at any time upon written notice to the MUNICIPALITY with or without cause and without penalty, damages or recourse against COUNTY. MUNICIPALITY may terminate this Agreement upon thirty days (30) days' prior written notice to the COUNTY.

## **ARTICLE 5 - PERSONNEL**

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the MUNICIPALITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

MUNICIPALITY may not, without written approval of COUNTY, subcontract any rights, responsibilities or obligations under this Agreement.

#### **ARTICLE 7 - AVAILABILITY OF FUNDS**

The COUNTY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and subject to the provisions of Palm Beach County Resolution No. R-2005-1906. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

#### **ARTICLE 8 - INSURANCE**

Without waiving the right to sovereign immunity as provided by s.768.28 f.s., MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 f.s., MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

#### **ARTICLE 9 - INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY'S negligence in connection with this

Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### **ARTICLE 10 - SUCCESSORS AND ASSIGNS**

Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

#### **ARTICLE 11 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

#### **ARTICLE 12 - CONFLICT OF INTEREST**

The MUNICIPALITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the MUNICIPALITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MUNICIPALITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the MUNICIPALITY under the terms of this Agreement.

**ARTICLE 13 - EXCUSABLE DELAYS**

MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 14 - ARREARS**

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

**ARTICLE 15 – PUBLIC RECORDS**

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

**ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 17 - CONTINGENT FEES**

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 18 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 19 - NONDISCRIMINATION**

The MUNICIPALITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

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

**ARTICLE 20 - AUTHORITY TO PRACTICE**

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 21 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 22- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 23 - SURVIVABILITY**

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

**ARTICLE 24 - NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire-Rescue  
405 Pike Road  
West Palm Beach, FL 33411-3815  
Attn: Fire-Rescue Administrator

If sent to the MUNICIPALITY, notices shall be addressed to:

Village of Wellington  
12150 Forest Hill Boulevard, Suite 100  
Wellington, FL 33414  
Attn: Eric Juckett, Aquatics Manager

**ARTICLE 25 - FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.



IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

**WITNESS**

**PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Jeffrey P. Collins, Fire-Rescue Administrator,  
through Verdenia C. Baker, County Administrator

\_\_\_\_\_  
Name (type or Print)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Palm Beach County Fire-Rescue

**ATTEST:**

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Village Attorney

**Exhibit A**

## POOL PASSES

### ANNUAL PASS

**ADULT: \$159**

**CHILD: \$106**

**SENIOR: \$106**

**For any two members: \$265**

**For any two seniors: \$185**

**For additional member: \$53**

### SPLASH PASS

**12 VISITS FOR THE PRICE OF 10!**

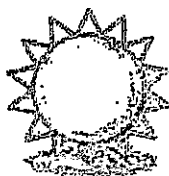
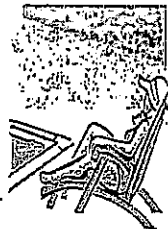


**ADULT: \$50**

**CHILD: \$30**

**SENIOR: \$20**

**NO REFUNDS**



### Sunshine Rentals

Sunday morning "Sunshine" rentals are being offered at the Wellington Aquatic Complex from 9:00am-12:00pm. These rentals will include the lifeguards needed to maintain safety of the party, access to shade structures, chairs, tables, and admission for your guests. A \$100 deposit is due at the time of the reservation. Final payment is due two weeks prior to the party. If full payment is not made, deposit will be forfeited. Reservations must be made at least 2 weeks in advance. This rental is a private party just for you and your guests.

#### Cost Breakdown

Cost includes \$100 non-refundable deposit

Main Pool, Diving Boards,  
Spray Ground, Baby Pool:

3 hour rental \$186.00

4 lifeguards \$144.00

**Total: \$330.00**

Main Pool, Diving Boards,  
Spray Ground, Baby Pool, AND

Slides:

3 hour rental \$186.00

7 lifeguards \$252.00

**Total: \$438.00**

## Diving Lessons

Water-safe children take their first steps into the exciting world of top-notch diving. Learn proper springboard diving techniques. Participants must have a basic knowledge of swimming skills. There is a one time \$16 insurance fee due to instructor on the first day of class. Ages 5-18.

Code	Day	Date	Time	Fee R/NR
119004 A1	W/F	9/2-9/25	5:00P-5:45P	\$120

### Swim Team

For Swim Team Tryouts and Information, meet with the head coach Rich Whalen Monday or Wednesday at 4:30pm

### Masters Swim Team

Whether you want to improve as a swimmer or just work out, Masters is the program for you. Only \$60 a month for practices on Tuesdays, Wednesdays, Thursdays, and Fridays from 5am-7am and Saturdays from 8am-9:30am. There are evening times on Monday, Tuesday, and Thursday evenings from 6:30pm-7:30pm.



## Swim and Dive

Swimming and Diving lessons in one class! Are you not sure if your child would like the dive or swim team? This is an opportunity for children as young as 4 years old to improve their swimming skills and start learning about the diving board before joining the team. Ages 4-9

Code	Day	Date	Time	Fee R/NR
119003 A1	W/F	9/2-9/25	2:45P-3:30P	\$120
119003 A2	W/F	9/2-9/25	6:00P-6:30P	\$120



### HOURS OF OPERATION

**September 8th- May 29th**

**Tuesday-Saturday: 10:00am-6:00pm**

**Sunday-Monday: Closed**

**Hours are subject to change.**

### DAILY ADMISSION

**ADULT: \$5.00**

**CHILDREN (3-17): \$3.00**

**SENIOR (55+): \$2.00**

**CHILDREN UNDER 2: Free**

### Slides and Diving Board Hours

#### Diving Boards:

Monday/Tuesday/Thursday: 11:00am-4:00pm

Saturday-10:00am to close

Wednesday/Friday: 10:00am-2:30pm

#### Slides

Closed Until Spring Break



Address: 12072 Forest Hill Blvd

Wellington Florida 33414

Phone: (561) 791-4770

Fax: (561) 791-4084

Website: wellingtonfl.gov

## WATER AEROBICS

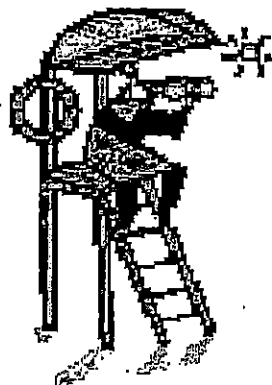
Want to shape up without feeling the heat? Then join us in the pool for water aerobics with our certified instructor! This energetic young women will get your heart rate up at a pace that is comfortable for you, yet challenging enough to work the calories off in no time!

### TIMES

Tuesday, Wednesday,  
Thursday  
10:00AM-11:00AM

### PRICES

\$4.00  
Per Class  
Or  
Buy 5 passes for \$16.00  
(best deal!)



### Lifeguarding

Are you a good swimmer? Want a career that is fulfilling and allows you to interact with all ages? How about becoming a certified lifeguard? At the completion of the course, you will be certified in CPR/AED, First Aid, and Lifeguarding. The cost of the course is \$235 which includes Red Cross fees, course materials, certification, and pool fees. If you are interested, call us at 561-791-4770 for further information on our scheduling.

## Swimming Lessons

Now is the time to be scheduling your child's swim lessons with Wellington! Certified instructors can help your child progress through the different levels. Registration closes one week prior to the first day of class. All lessons are \$60, except In-Betweens and which are \$105.

### Session Dates

Session I: 9/1-9/11—Code A    Session IV: 10/13-10/23—Code D  
Session II: 9/15-9/25—Code B    Session V: 10/27-11/6—Code E  
Session III: 9/29-10/9—Code C    Session VI: 11/10-11/20—Code F

### Times

All times listed below apply  
for all session dates.

#### In-Between

10:00a, 10:40a, 4:00p

#### Pre 1

10:00a, 10:40a, 4:00p, 4:40, 6:00p

#### Pre 2

10:40a, 11:20a, 4:00p, 6:00p

#### Pre 3

10:00a, 4:00p

#### Level 1

4:40p, 5:20p

#### Level 2

4:40p, 5:20p

#### Level 3

4:40p, 5:20p

#### Adults

5:20p, 6:00p

#### Adaptive Aquatics

11:20a

#### Parent & Tot

11:20a, 6:00p

## Lesson Description

**In-Between:** This course is designed to be "one on one" with the instructor. The child receives 15 minutes working directly with the instructor. **Ages 2 1/2 to 3 1/2 years old**

**Pre 1:** This class is for children who are comfortable sitting on the side of the pool in a group, but have no prior or little experience in the water. The goal by the end of the class is to be able to float on their front and backs and be comfortable putting their faces in the water. **Ages 3 to 5 years old**

**Pre 2:** This class is for children who have had lessons before and are comfortable putting their faces in the water and floating on their front and backs. They will learn arm motions and kicking. The goal by the end of the session is for the child to swim 5 feet out and back to the wall. **Ages 3 to 5 years old**

**Pre 3:** This class is for children who have completed Pre 2, or have had lessons elsewhere, are able to swim 5-7 feet, and can float on their front and back. The child will learn the breast stroke, and butterfly kicking. **Ages 3 to 5 years old**

**Level 1:** This class is for children who are comfortable sitting on the side of the pool in a group, but have no prior or little experience in the water. The goal by the end of the class is to be able to float on their front and backs and be comfortable putting their faces in the water. **Ages 6-13 years old**

**Level 2:** This class is for children who have had lessons before and are comfortable in the water. The child will be introduced to arm motions and kicking. **Ages 6-13 years old**

**Level 3:** This class is for children who have completed Level 1 and Level 2, or have had lesson elsewhere and are very comfortable in the water and can swim a lap in the pool. The child will be introduced to the breast stroke, butterfly kick, and proper breathing techniques. **Ages 6-13 years old**

**Adults:** This class is for adult novice swimmer and covers floating, submerging the head, kicking, and arm motions. The instructor will work at the participants own speed. This class is one on one with an instructor for 15 minutes. **Ages 14+**

**Adaptive Aquatics:** This class is designed for children with physical limitations in which a semi-private class is beneficial. Children work at their own speed and learn tools specific to their disability. This class is one on one with an instructor for 15 minutes. **Ages 6 months to 12 years**

**Parent & Tot:** This fun filled, water acclimation course is for the child and parent. Parent or guardian is required to enter the water with their child. **Ages 6 months to 3 years**

## PUBLIC POOL BATHING PLACE

Geocoded 26.654796/-80.236320

## PURPOSE:

☒ ROUTINE ☐ REINSPECTION☐ CONSTRUCT. ☐ CHANGE OF OWNER TYPE: Public Pool > 25000 Gallons☐ COMPLAINT ☐ CONSULTATION☐ QA SURVEY ☐ EPIDEMIOLOGY☐ OTHER \_\_\_\_\_STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT

NAME of POOL Wellington Community Aquatic Center Pool

ADDRESS 12165 Forest Hill Boulevard CITY Wellington

OWNER Village of Wellington ZIP \_\_\_\_\_

PERSON IN CHARGE Eric Juckett PHONE 561-753-2497

POOL OPERATOR In House PHONE 561 753-2497

E-MAIL ejuckett@wellingtonfl.gov

## RESULTS:

- ☒
- Satisfactory
- 
- ☐
- Incomplete
- 
- ☐
- Pool Closed
- 
- ☐
- Unsatisfactory
- 
- ☐
- OUT OF BUSINESS

## Correct Violations by

- ☐
- Next Inspection
- 
- ☐
- 8:00 AM on:

Re-Inspection Date

BEGIN TIME	END TIME	DATE ASSESSED	POSITION #	EXISTING FACILITIES - PERMIT NUMBER
11:20	11:35	07/07/2015	86018	50-60-04165

Items marked below are not in compliance the requirements of Chapters 64E-9 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-9 of the Florida Administrative Code and Chapters 386 and 514, Florida Statutes. Violations must be corrected as indicated in the Results section above or an administrative fine or other legal action will be initiated.

POOL AREA	POOL SAFETY	EQUIPMENT ROOM	POOL SPECIFICATIONS
<input type="checkbox"/> 1. Appearance/Algae Control	<input type="checkbox"/> 14. Life Hook w/Pole	<input type="checkbox"/> 25. Spa Requirements	<b>VOLUME</b>
<input type="checkbox"/> 2. Deck/Walkways	<input type="checkbox"/> 15. Life Ring w/Rope	<input type="checkbox"/> 26. Wading Pool: Quick Dump	587500
<input type="checkbox"/> 3. Tile/Pool Finish	<input type="checkbox"/> 16. Safety Line/2" Marking	<input type="checkbox"/> 27. Water Level/Control	<b>POOL LOAD</b>
<input type="checkbox"/> 4. Depth Markers	<input type="checkbox"/> 17. Rules Posted	<input type="checkbox"/> 28. Disinfection Feeder	336
<input type="checkbox"/> 5. Handrail/Ladder	<input type="checkbox"/> 18. Certification	<input type="checkbox"/> 29. pH Feeder	<b>FLOW RATE</b>
<input type="checkbox"/> 6. Step Markings	<b>SANITARY FACILITIES</b>	<input type="checkbox"/> 30. Chem. Container Label	1680
<input type="checkbox"/> 7. Main Drain Grate	<input type="checkbox"/> 19. Supplies	<input type="checkbox"/> 31. Filter Pump	<b>FILTER TYPE</b>
<input type="checkbox"/> 8. Gutter Grates/Skimmer	<input type="checkbox"/> 20. Clean	<input type="checkbox"/> 32. Vacuum Cleaner	SP
<input type="checkbox"/> 9. Lighting	<b>WATER QUALITY</b>	<input type="checkbox"/> 33. Flowmeter 1700	
<input type="checkbox"/> 10. No Dive Markings	<input type="checkbox"/> 21. Approved Test Kit	<input type="checkbox"/> 34. Thermometer	
<input type="checkbox"/> 11. Diving Board	<input type="checkbox"/> 22. Free Chlorine/Bromine 4.6	<input type="checkbox"/> 35. Pressure/Vacuum Gauge	
<input type="checkbox"/> 12. Pool Cover	<input type="checkbox"/> 23. pH 7.5	<input type="checkbox"/> 36. Equip. Room	
<input type="checkbox"/> 13. Pool Side Shower	<input type="checkbox"/> 24. Chlor. Stabilizer 11	<input type="checkbox"/> 37. Cross Connection	
		<input type="checkbox"/> 38. Gas Chlorine Equip.	
		<input type="checkbox"/> 39. Waste Water Disposal	
		<input type="checkbox"/> 40. D.E. Separator	
		<input type="checkbox"/> 41. Other Equipment	
		<input type="checkbox"/> 42. Equipment Change	
		<input type="checkbox"/> 43. Approved Chemicals	
		<input type="checkbox"/> 44. Maintenance Log	
		<input type="checkbox"/> 45. Inspection Posted	
		<input type="checkbox"/> 46. Electrical Equip.	
		<input type="checkbox"/> 47. Fences	
		<input type="checkbox"/> 48. Other	
		<input type="checkbox"/> 49. Other	

## COMMENTS AND INSTRUCTIONS

No violations observed at time of inspection.

INSPECTION CONDUCTED BY: Lind Wisniewski

PHONE: 274-3187

INSPECTION COND SIGNATURE: *Lind Wisniewski*

PHONE2: \_\_\_\_\_

COPY OF REPORT RECEIVED BY: *mailed*

DATE: 07/07/2015

## PUBLIC POOL BATHING PLACE

Geocoded 26.654796/-80.236320

## PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION  
☐ CONSTRUCT. ☐ CHANGE OF OWNER  
☐ COMPLAINT ☐ CONSULTATION  
☐ QASURVEY ☐ EPIDEMIOLOGY  
☐ OTHER

TYPE: Wading Pool

STATE OF FLORIDA  
 DEPARTMENT OF HEALTH  
 COUNTY HEALTH DEPARTMENT  
 PUBLIC POOL AND BATHING PLACE  
 INSPECTION REPORT

NAME of  
POOL

Wellington WADER

ADDRESS 12165 Forest Hill Boulevard

CITY Wellington

OWNER Village of Wellington

ZIP 33414

PERSON IN  
CHARGE Eric Juckett

PHONE 561-753-2497

POOL  
OPERATOR In House

PHONE 561-753-2497

E-MAIL ejuckett@wellingtonfl.gov

## RESULTS:

- ☒ Satisfactory  
☐ Incomplete  
☐ Pool Closed  
☐ Unsatisfactory  
☐ OUT OF BUSINESS

Correct Violations by

- ☐ Next Inspection  
☐ 8:00 AM on:

BEGIN TIME	END TIME	DATE ASSESSED	POSITION #	EXISTING FACILITIES - PERMIT NUMBER
10:35	10:50	07/07/2015	86018	50-60-02929

Re-Inspection Date

Items marked below are not in compliance the requirements of Chapters 64E-9 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-9 of the Florida Administrative Code and Chapters 386 and 314, Florida Statutes. Violations must be corrected as indicated in the Results section above or an administrative fine or other legal action will be initiated.

## POOL AREA

## POOL SAFETY

- ☐ 1. Appearance/Algae Control  
☐ 2. Deck/Walkways  
☐ 3. Tile/Pool Finish  
☐ 4. Depth Markers  
☐ 5. Handrail/Ladder  
☐ 6. Step Markings  
☐ 7. Main Drain Grate  
☐ 8. Gutter Grates/Skimmer  
☐ 9. Lighting  
☐ 10. No Dive Markings  
☐ 11. Diving Board  
☐ 12. Pool Cover  
☐ 13. Pool Side Shower

- ☐ 14. Life Hook w/Pole  
☐ 15. Life Ring w/Rope  
☐ 16. Safety Line/2" Marking  
☐ 17. Rules Posted  
☐ 18. Certification

## SANITARY FACILITIES

- ☐ 19. Supplies  
☐ 20. Clean

## WATER QUALITY

- ☐ 21. Approved Test Kit  
☐ 22. Free Chlorine/Bromine 6.3  
☐ 23. pH 7.2  
☐ 24. Chlor. Stabilizer()

- ☐ 25. Spa Requirements  
**EQUIPMENT ROOM**  
☐ 26. Wading Pool: Quick Dump  
☐ 27. Water Level/Control  
☐ 28. Disinfection Feeder  
☐ 29. pH Feeder  
☐ 30. Chem. Container Label  
☐ 31. Filter Pump  
☐ 32. Vacuum Cleaner  
☐ 33. Flowmeter 50  
☐ 34. Thermometer  
☐ 35. Pressure/Vacuum Gauge  
☐ 36. Equip. Room

- ☐ 37. Cross Connection  
☐ 38. Gas Chlorine Equip.  
☐ 39. Waste Water Disposal  
☐ 40. D.E. Separator  
☐ 41. Other Equipment  
☐ 42. Equipment Change  
☐ 43. Approved Chemicals  
☐ 44. Maintenance Log  
☐ 45. Inspection Posted  
☐ 46. Electrical Equip.  
☐ 47. Fences  
☐ 48. Other  
☐ 49. Other

POOL  
SPECIFICATIONS

## VOLUME

550

## POOL LOAD

13

## FLOW RATE

50

## FILTER TYPE

CP

## COMMENTS AND INSTRUCTIONS

No violations observed at time of inspection.

INSPECTION CONDUCTED BY: Lind Wisniewski

PHONE: 274-3187

INSPECTION COND SIGNATURE: Lind Wisniewski

PHONE 2:

COPY OF REPORT RECEIVED BY: Mailed

DATE: 07/07/2015

## PUBLIC POOL BATHING PLACE

Geocoded 26.654796/-80.236320

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT

## PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION  
☐ CONSTRUCT. ☐ CHANGE OF OWNER TYPE: Water Activity  
☐ COMPLAINT ☐ CONSULTATION  
☐ QA SURVEY ☐ EPIDEMIOLOGY  
☐ OTHER

NAME of  
POOL

Wellington, Village Of-Play

ADDRESS

12165 W Forest Hill Boulevard

CITY Wellington

OWNER

Village of Wellington

ZIP 33414

PERSON IN  
CHARGE

Eric Juckett

PHONE (561) 753-2497

POOL  
OPERATOR

In House

PHONE 561 753-2497

E-MAIL

ejuckett@wellingtonfl.gov

## RESULTS:

- ☒ Satisfactory  
☐ Incomplete  
☐ Pool Closed  
☐ Unsatisfactory  
☐ OUT OF BUSINESS

## Correct Violations by

- ☐ Next Inspection  
☐ 8:00 AM on:

BEGIN TIME	END TIME	DATE ASSESSED	POSITION #	EXISTING FACILITIES - PERMIT NUMBER
11:05	11:20	07/07/2015	86018	50-60-03315

Re-Inspection Date

Items marked below are not in compliance the requirements of Chapters 64E-9 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-9 of the Florida Administrative Code and Chapters 386 and 514, Florida Statutes. Violations must be corrected as indicated in the Results section above or an administrative fine or other legal action will be initiated.

POOL AREA		POOL SAFETY		EQUIPMENT ROOM		POOL SPECIFICATIONS	
<input type="checkbox"/> 1. Appearance/Algae Control	<input type="checkbox"/> 14. Life Hook w/Pole	<input type="checkbox"/> 25. Spa Requirements	<input type="checkbox"/> 37. Cross Connection			VOLUME	
<input type="checkbox"/> 2. Deck/Walkways	<input type="checkbox"/> 15. Life Ring w/Rope	<input type="checkbox"/> 26. Wading Pool: Quick Dump	<input type="checkbox"/> 38. Gas Chlorine Equip.			3000	
<input type="checkbox"/> 3. Tile/Pool Finish	<input type="checkbox"/> 16. Safety Line/2" Marking	<input type="checkbox"/> 27. Water Level/Control	<input type="checkbox"/> 39. Waste Water Disposal			POOL LOAD	
<input type="checkbox"/> 4. Depth Markers	<input type="checkbox"/> 17. Rules Posted	<input type="checkbox"/> 28. Disinfection Feeder	<input type="checkbox"/> 40. D.E. Separator			188	
<input type="checkbox"/> 5. Handrail/Ladder	<input type="checkbox"/> 18. Certification	<input type="checkbox"/> 29. pH Feeder	<input type="checkbox"/> 41. Other Equipment			FLOW RATE	
<input type="checkbox"/> 6. Step Markings	<input type="checkbox"/> 19. Supplies	<input type="checkbox"/> 30. Chem. Container Label	<input type="checkbox"/> 42. Equipment Change			146	
<input type="checkbox"/> 7. Main Drain Grate	<input type="checkbox"/> 20. Clean	<input type="checkbox"/> 31. Filter Pump	<input type="checkbox"/> 43. Approved Chemicals			FILTER TYPE	
<input type="checkbox"/> 8. Gutter Grates/Skimmer	<input type="checkbox"/> 21. Approved Test Kit	<input type="checkbox"/> 32. Vacuum Cleaner	<input type="checkbox"/> 44. Maintenance Log			SP	
<input type="checkbox"/> 9. Lighting	<input type="checkbox"/> 22. Free Chlorine Bromine 6.4	<input type="checkbox"/> 33. Flowmeter 150	<input type="checkbox"/> 45. Inspection Posted				
<input type="checkbox"/> 10. No Dive Markings	<input type="checkbox"/> 23. pH 7.8	<input type="checkbox"/> 34. Thermometer	<input type="checkbox"/> 46. Electrical Equip.				
<input type="checkbox"/> 11. Diving Board	<input type="checkbox"/> 24. Chlor. Stabilizer()	<input type="checkbox"/> 35. Pressure/Vacuum Gauge	<input type="checkbox"/> 47. Fences				
<input type="checkbox"/> 12. Pool Cover		<input type="checkbox"/> 36. Equip. Room	<input type="checkbox"/> 48. Other				
<input type="checkbox"/> 13. Pool Side Shower			<input type="checkbox"/> 49. Other				

## COMMENTS AND INSTRUCTIONS

No violations observed at time of inspection.

INSPECTION CONDUCTED BY: Lind Wisniewski

PHONE: 274-3187

INSPECTION COND SIGNATURE: *Lind Wisniewski*

PHONE:

COPY OF REPORT RECEIVED BY: *mailed*

DATE: 07/07/2015



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

Swimming Pools - Public Pool > 25000 Gallons

**50-60-04165**

50-BID-2792030

Issued To: Wellington Community Aquatic Center Pool  
12165 Forest Hill Boulevard  
Wellington, FL 33414

County: Palm Beach  
Amount Paid: \$250.00

Date Paid: 06/11/2015  
Issued Date: 07/01/2015

**Permit Expires On: 06/30/2016**

Mail To: Village of Wellington  
12165 Forest Hill Boulevard  
Wellington, FL 33414

Issued By:  
Department of Health in Palm Beach County

(561) 837-5900



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

Swimming Pools - Water Activity

**50-60-03531**

50-BID-2791752

Issued To: Wellington/Plunge Pool  
12165 W. FOREST HILL Boulevard  
Wellington, FL 33414

County: Palm Beach

Amount Paid: \$125.00

Date Paid: 06/11/2015

Issued Date: 07/01/2015

**Permit Expires On: 06/30/2016**

Mail To: Village of Wellington  
12165 Forest Hill Boulevard  
Wellington, FL 33414

Issued By:  
Department of Health in Palm Beach County

Owner: Village of Wellington

(561) 837-5900



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

Swimming Pools - Wading Pool

**50-60-02929**

50-BID-2791409

Issued To: Wellington WADER  
12165 Forest Hill Boulevard  
Wellington, FL 33414

County: Palm Beach

Amount Paid: \$125.00

Date Paid: 06/11/2015

Issued Date: 07/01/2015

**Permit Expires On: 06/30/2016**

Mail To: Village of Wellington  
12165 Forest Hill Boulevard  
Wellington, FL 33414

Issued By:  
Department of Health in Palm Beach County





STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
**Operating Permit**  
Swimming Pools - Water Activity

**50-60-03315**

50-BID-2791630

Issued To: Wellington, Village Of-Play  
12165 W Forest Hill Boulevard  
Wellington, FL 33414

County: Palm Beach

Amount Paid: \$250.00

Date Paid: 06/11/2015

Issued Date: 07/01/2015

**Permit Expires On: 06/30/2016**

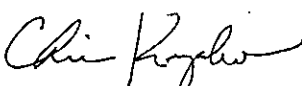
Mail To: Village of Wellington  
12165 Forest Hill Boulevard  
Wellington, FL 33414

Issued By:

Department of Health in Palm Beach County

Owner: Village of Wellington

(561) 837-5900

CERTIFICATE OF COVERAGE	
<b>Certificate Holder</b>  PALM BEACH COUNTY CO INSURANCE TRACKING SERVICE INC (ITS) PO BOX 20270 LONG BEACH, CA 90801	<b>Administrator</b>  Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065  <b>Issue Date 10/1/15</b>
<small>COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.</small>	
<b>COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST</b>	
<b>AGREEMENT NUMBER: FMIT 0001</b>	<b>COVERAGE PERIOD: FROM 10/01/15</b>
<b>COVERAGE PERIOD: TO 10/1/16 12:01 AM STANDARD TIME</b>	
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employment Practice <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b> * Combined Single Limit  Deductible Stoploss \$25,000  <b>Automobile Liability</b>  <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b> * Combined Single Limit  Deductible Stoploss \$25,000	<b>TYPE OF COVERAGE - PROPERTY</b>  <input checked="" type="checkbox"/> Buildings <input checked="" type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$25,000 <input type="checkbox"/> Coinsurance N/A <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>  <b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease  <input type="checkbox"/> Deductible N/A  <input type="checkbox"/>
<b>Automobile/Equipment - Deductible</b>  <input checked="" type="checkbox"/> Physical Damage \$500 - Comprehensive - Auto \$500 - Collision - Auto Per Schedule - Miscellaneous Equipment	
<b>Other</b>  The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 for General Liability and \$1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.	
<b>Description of Operations/Locations/Vehicles/Special Items</b>  Re: Drowning Prevention Coalition  Palm Beach County shall be named as additional insured with respect to General Liability only. Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and Agents.	
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.</small>	
<b>DESIGNATED MEMBER</b>  VILLAGE OF WELLINGTON 12300 FOREST HILL BOULEVARD WELLINGTON FL 33414	<b>CANCELLATIONS</b> <small>SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.</small>    AUTHORIZED REPRESENTATIVE

## AFFIRMATION OF NON-DISCRIMINATION POLICY

The undersigned is the \_\_\_\_\_ of \_\_\_\_\_

*Title*                      *Name*

\_\_\_\_\_(Company), a \_\_\_\_\_  
*Name of Company* *Entity Type/State of Organization*

The undersigned acknowledges that it is the express policy of the Pam Beach County Board of County Commissioners that Palm Beach County ("County") shall not conduct business with nor appropriate funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information, and that County Resolution 2014-1421, as may be amended, requires all entities doing business with the County to submit a copy of their written non-discrimination policies to ensure consistency with County Resolution 2014-1421, as may be amended, or to provide a written statement affirming their non-discrimination policies are in conformance with County Resolution 2014-1421, as may be amended.

Accordingly, the undersigned hereby affirms the following on behalf of Company:  
(Check applicable blank)

\_\_\_\_ Company has a written non-discrimination policy, which is consistent with the Requirements of County Resolution 2014-1421 and has provided a complete copy to County for its records.

\_\_\_\_ Company does not have a written non-discrimination policy; however, Company's policy conforms to the requirements of County Resolution 2014-1421, as may be amended.

Signature \_\_\_\_\_

---

Print Name \_\_\_\_\_

Date \_\_\_\_\_



# Village of Wellington

## Legislation Text

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**File #: 15-745, Version: 1**

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**ITEM: ORDINANCES APPROVING REFERENDUM QUESTIONS AMENDING THE VILLAGE CHARTER**

**REQUEST:** Adoption of ordinances approving referendum questions amending the Village Charter.

**EXPLANATION:** This is the second reading and adoption of four questions amending various sections of the Charter to be presented to the electorate at the March 15, 2016 election.

Staff is seeking approval from Council of the four ordinances to be presented to the electorate as follows:

- A. ORDINANCE 2015-15A (FILING OF VACANCIES) AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO SECTION 5 OF WELLINGTON'S MUNICIPAL CHARTER RELATING TO FILLING OF VACANCIES FOR MAYOR AND COUNCILMEMBERS BY AMENDING SUBSECTION G, "VACANCIES; FORFEITURE OF OFFICE; SUSPENSION; FILLING OF VACANCIES" OF WELLINGTON'S CHARTER TO PERMIT THE FILLING OF VACANCIES IN THE OFFICE OF A COUNCILMEMBER IN THE SAME MANNER AS THE MAYOR; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- B. ORDINANCE 2015-16 (EQUESTRIAN PRESERVE AREA) AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO WELLINGTON'S MUNICIPAL CHARTER BY CREATING A NEW SECTION 4 ENTITLED "EQUESTRIAN PRESERVE AREA" TO FORMALLY RECOGNIZE THE IMPORTANCE OF THE EQUESTRIAN COMMUNITY, TO PRESERVE AND PROTECT THE EQUESTRIAN COMMUNITY AS OUTLINED IN THE VILLAGE'S COMPREHENSIVE PLAN, AND TO REQUIRE THREE AFFIRMATIVE VOTES TO ADD PARCELS TO THE EQUESTRIAN PRESERVE AREA AND NOT LESS THAN FOUR AFFIRMATIVE VOTES TO REMOVE PARCELS FROM THE EQUESTRIAN PRESERVE AREA; RENUMBERING THE REMAINING SECTIONS OF THE CHARTER; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- C. ORDINANCE 2015-17 (CANVASSING BOARD) AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO SECTION 8 OF WELLINGTON'S MUNICIPAL CHARTER BY AMENDING**

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**File #: 15-745, Version: 1**

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SECTION 8, SUBSECTION G ENTITLED "VILLAGE CANVASSING BOARD" TO ESTABLISH AN INDEPENDENT PANEL TO SERVE AS THE CANVASSING BOARD; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- D. ORDINANCE 2015-18 (PROHIBITE COMMERCIAL TRANSIENT USES IN EQUESTRIAN PRESERVE AREA) AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO WELLINGTON'S MUNICIPAL CHARTER BY CREATING A NEW SECTION "4A" ENTITLED "OCCUPANCY USES PROHIBITED" PROHIBITING HOTELS, MOTELS, CONDO-HOTELS, APARTMENTS AND SIMILAR COMMERCIAL TRANSIENT OCCUPANCY USES, EXCEPT FOR BED AND BREAKFAST USES, WITHIN THE EQUESTRIAN PRESERVE AREA; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**BUDGET AMENDMENT REQUIRED:** NO

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

**FIRST READING:** **SECOND READING:** YES

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** NO

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Adoption of ordinances approving referendum questions amending the Village Charter.

**ORDINANCE NO. 2015-15**

**AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO SECTION 5 OF WELLINGTON'S MUNICIPAL CHARTER RELATING TO FILLING OF VACANCIES FOR MAYOR AND COUNCILMEMBERS BY AMENDING SECTION 5, SUBSECTION G, "VACANCIES; FORFEITURE OF OFFICE; SUSPENSION; FILLING OF VACANCIES" PARAGRAPH 4(b) OF WELLINGTON'S CHARTER TO PERMIT THE FILLING OF VACANCIES IN THE OFFICE OF A COUNCILMEMBER IN THE SAME MANNER AS THE MAYOR; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of the municipality a proposed amendment to the municipality's charter; and

**WHEREAS**, the Charter treats the filling of vacancies in the offices of mayor and councilmember differently; and

**WHEREAS**, Wellington's Council deems it necessary and advisable for the voters of Wellington to consider amending the charter of the Village of Wellington to fill all vacancies in the same manner; and

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

**SECTION 1: Section 5, Subsection G. "Vacancies; Forfeiture of Office; Suspension; Filling of Vacancies", Paragraph 4(b), "Village Council" of Wellington's Charter is hereby proposed to be amended to read as follows:**

\* \* \*

b. If a vacancy occurs in the office of a councilmember, and less than 180 days remain in the term of the councilmember, such seat shall remain vacant until a new councilmember is elected and assumes the duties of his or her office. If the vacancy occurs in the office of the vice-mayor, the

council may elect from its membership a vice-mayor to serve until the next election. If a vacancy occurs in the office of a councilmember and 180 days or more remain in the term of the councilmember, then a special election shall be called within not less than 90 days or more than 180 days to fill such vacancy. ~~If any vacancy occurs in the office of any councilmember and the remainder of the unexpired term is less than 2 years and 81 days, the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term. If, however, the remainder of the unexpired term exceeds 2 years and 81 days, the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy until the next regularly scheduled village election.~~

~~c. Any person appointed to fill a vacant seat on the council shall be required to meet the qualifications of the seat to which he or she is appointed.~~

**SECTION 2.** The charter amendment proposed by this ordinance shall be submitted to the electors of the Village of Wellington at the election to be held on March 15, 2016 and shall be deemed adopted upon the favorable vote of a majority of the electors voting at that time upon the following question:

**REFERENDUM QUESTION NO. \_\_\_\_\_**

**WELLINGTON CHARTER AMENDMENT**

**FILLING OF VACANCIES FOR MAYOR AND COUNCILMEMBERS**

**Shall all vacancies on the village council be filled in the same way as Mayor?**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**SECTION 3.** In the event of adoption by the electorate as provided herein, Wellington's Clerk shall forthwith incorporate the amendment into Wellington's charter by preparing a true copy of section 5G as amended, and shall file the revised section with the Florida Department of State, at which time the revised section shall take effect.

**SECTION 4.** Wellington's Clerk shall cause this ordinance to be published once a week for four consecutive weeks immediately prior to the election on March 15, 2016.

**SECTION 5.** 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 6:** Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

**SECTION 7:** This Ordinance shall become effective immediately upon adoption of the Wellington Council following second reading.

**PASSED** this \_\_\_\_\_ day of October, 2015 upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of November, 2015, on second and final reading.

**WELLINGTON**

**FOR**

**AGAINST**

BY: \_\_\_\_\_

Bob Margolis, Mayor

\_\_\_\_\_

John Greene, Vice Mayor

\_\_\_\_\_

Matt Willhite, Councilman

\_\_\_\_\_

Anne Gerwig, Councilwoman

\_\_\_\_\_

John McGovern, Councilman

**ATTEST:**

BY: \_\_\_\_\_

Awilda Rodriguez, Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_

Laurie S. Cohen, Village Attorney



**ORDINANCE NO. 2015-16**

**AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO WELLINGTON'S MUNICIPAL CHARTER BY CREATING A NEW SECTION 4 ENTITLED "EQUESTRIAN PRESERVE AREA" TO FORMALLY RECOGNIZE THE IMPORTANCE OF THE EQUESTRIAN COMMUNITY, TO PRESERVE AND PROTECT THE EQUESTRIAN COMMUNITY AS OUTLINED IN THE VILLAGE'S COMPREHENSIVE PLAN, AND TO REQUIRE THREE AFFIRMATIVE VOTES TO ADD PARCELS TO THE EQUESTRIAN PRESERVE AREA AND NOT LESS THAN FOUR AFFIRMATIVE VOTES TO REMOVE PARCELS FROM THE EQUESTRIAN PRESERVE AREA; RENUMBERING THE REMAINING SECTIONS OF THE CHARTER; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of the municipality a proposed amendment to the municipality's charter; and

**WHEREAS**, the original charter makes no reference to the Equestrian Preserve Area; and

**WHEREAS**, the proposed amendment would formally recognize the importance of Wellington's equestrian community, preserve and protect the equestrian community as outlined in the Village's Comprehensive Plan; and

**WHEREAS**, Wellington's Council deems it necessary and advisable for the voters of Wellington to consider amending the charter of the Village of Wellington to formally recognize the importance of Wellington's equestrian community, preserve and protect the equestrian community as outlined in the Village's Comprehensive Plan, and to require three affirmative votes to add parcels to the Equestrian Preserve Area and not less than four affirmative votes to remove parcels from the Equestrian Preserve Area; and

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

1       **SECTION 1: A new Section 4, “Equestrian Preserve Area” is hereby**  
2 **proposed to be added as follows:**

3  
4                               \*                               \*                               \*

5  
6       **Section 4. Equestrian Preserve Area.**

7  
8       Expanding on the legislative intent at incorporation that the unique characteristics  
9 of individual communities be preserved and recognizing the importance of Wellington’s  
10 equestrian community to the vitality of Wellington, it shall be a village priority to preserve  
11 and protect the equestrian community as outlined in the village’s comprehensive plan.  
12 Accordingly, the village may increase the boundaries of the Equestrian Preserve Area  
13 by majority vote, but may not contract the boundaries except by affirmative vote of not  
14 less than four members of council.

15  
16       **SECTION 2.** The charter amendment proposed by this ordinance shall be  
17 submitted to the electors of the Village of Wellington at the election to be held on March  
18 15, 2016 and shall be deemed adopted upon the favorable vote of a majority of the  
19 electors voting at that time upon the following question:

20  
21                               **REFERENDUM QUESTION NO. \_\_\_\_\_**

22  
23                               **WELLINGTON CHARTER AMENDMENT**

24  
25                               **INCLUSION OF THE EQUESTRIAN PRESERVE AREA WITHIN THE CHARTER**

26  
27  
28                               **Shall the Charter be amended to include a provision**  
29 **protecting the Equestrian Preserve Area?**

30  
31                               \_\_\_   **Yes**

32  
33                               \_\_\_   **No**

34  
35       **SECTION 3.** In the event of adoption by the electorate as provided herein,  
36 Wellington’s Clerk shall forthwith incorporate the amendment into Wellington’s charter  
37 by preparing a true copy of new section 4 as amended, and shall file the revised section  
38 with the Florida Department of State, at which time the revised section shall take effect.

39  
40       **SECTION 4.** Wellington’s Clerk shall cause this ordinance to be published once  
41 a week for four consecutive weeks immediately prior to the election on March 15, 2016.

42  
43       **SECTION 5.** Should any section, paragraph, sentence, clause, or phrase of this  
44 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington  
45 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of  
46 this Ordinance shall prevail to the extent of such conflict.

**SECTION 6:** Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole as a whole or any portion or part thereof, other than the part so declared to be invalid.

**SECTION 7:** This Ordinance shall become effective immediately upon adoption of the Wellington Council following second reading.

**PASSED** this \_\_\_\_\_ day of October, 2015 upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of November, 2015, on second and final reading.

**WELLINGTON**

	<b>FOR</b>	<b>AGAINST</b>
BY: _____ Bob Margolis, Mayor	_____	_____
_____ John Greene, Vice Mayor	_____	_____
_____ Matt Willhite, Councilman	_____	_____
_____ Anne Gerwig, Councilwoman	_____	_____
_____ John McGovern, Councilman	_____	_____

**ATTEST:**

BY: \_\_\_\_\_  
Awilda Rodriguez, Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Laurie S. Cohen, Village Attorney

**ORDINANCE NO. 2015-17**

**AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO SECTION 8 OF WELLINGTON'S MUNICIPAL CHARTER BY AMENDING SECTION 8, SUBSECTION G ENTITLED "VILLAGE CANVASSING BOARD" TO ESTABLISH AN INDEPENDENT PANEL TO SERVE AS THE CANVASSING BOARD; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of the municipality a proposed amendment to the municipality's charter; and

**WHEREAS**, the charter currently provides that the Village canvassing board be composed of those members of the Village Council not running for reelection and the Village Clerk; and

**WHEREAS**, the proposed amendment would establish an independent panel to serve as the canvassing board composed of a county commissioner, a Palm Beach County judge and the Village Clerk; and

**WHEREAS**, Wellington's Council deems it necessary and advisable for the voters of Wellington to consider amending the charter of the Village of Wellington to establish an independent panel to serve as the canvassing board; and

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

**SECTION 1: Section 8, "Elections", Subsection G, "Village Canvassing Board" is hereby proposed to be amended to read as follows:**

\* \* \*

G. Village canvassing board. The village canvassing board shall be an independent panel composed of ~~those members of the village council who are not candidates for reelection and~~ the village clerk, who shall act as chairperson, a county commissioner and a Palm Beach County judge. At the close of the polls of any village election, or as

1 soon thereafter as practicable, the canvassing board shall meet at a time and place  
2 designated by the chairperson and shall proceed to publicly canvass the vote as shown  
3 by the returns then on file in the office of the village clerk, and then shall publicly  
4 canvass the absentee elector ballots. The canvassing board shall prepare and sign a  
5 certificate containing the total number of votes cast for each candidate or other measure  
6 voted upon. The certificate shall be placed on file with the village clerk.

7  
8 **SECTION 2.** The charter amendment proposed by this ordinance shall be  
9 submitted to the electors of the Village of Wellington at the election to be held on March  
10 15, 2016 and shall be deemed adopted upon the favorable vote of a majority of the  
11 electors voting at that time upon the following question:

12  
13 **REFERENDUM QUESTION NO. \_\_\_\_\_**

14  
15 **WELLINGTON CHARTER AMENDMENT**

16  
17 **VILLAGE CANVASSING BOARD**

18  
19 **Shall the canvassing board be composed of a county**  
20 **commissioner, judge and the Village Clerk?**

21  
22 ☐ **Yes**

23  
24 ☐ **No**

25  
26 **SECTION 3.** In the event of adoption by the electorate as provided herein,  
27 Wellington's Clerk shall forthwith incorporate the amendment into Wellington's charter  
28 by preparing a true copy of section 8G as amended, and shall file the revised section  
29 with the Florida Department of State, at which time the revised section shall take effect.

30  
31 **SECTION 4.** Wellington's Clerk shall cause this ordinance to be published once  
32 a week for four consecutive weeks immediately prior to the election on March 15, 2016.

33  
34 **SECTION 5.** Should any section, paragraph, sentence, clause, or phrase of this  
35 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington  
36 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of  
37 this Ordinance shall prevail to the extent of such conflict.

38  
39 **SECTION 6:** Should any section, paragraph, sentence, clause, or phrase of this  
40 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision  
41 shall not affect the validity of this Ordinance as a whole as a whole or any portion or part  
42 thereof, other than the part so declared to be invalid.

43  
44 **SECTION 7:** This Ordinance shall become effective immediately upon adoption  
45 of the Wellington Council following second reading.  
46

**PASSED** this \_\_\_\_\_ day of October, 2015 upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of November, 2015, on second and final reading.

**WELLINGTON**

**FOR**

**AGAINST**

BY: \_\_\_\_\_

Bob Margolis, Mayor

\_\_\_\_\_  
John Greene, Vice Mayor

\_\_\_\_\_  
Matt Willhite, Councilman

\_\_\_\_\_  
Anne Gerwig, Councilwoman

\_\_\_\_\_  
John McGovern, Councilman

**ATTEST:**

BY: \_\_\_\_\_

Awilda Rodriguez, Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_

Laurie S. Cohen, Village Attorney

**ORDINANCE NO. 2015-18**

**AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL PROPOSING AMENDMENTS TO WELLINGTON'S MUNICIPAL CHARTER BY CREATING A NEW SECTION "4A" ENTITLED "OCCUPANCY USES PROHIBITED" PROHIBITING HOTELS, MOTELS, CONDO-HOTELS, APARTMENTS AND SIMILAR COMMERCIAL TRANSIENT OCCUPANCY USES, EXCEPT FOR BED AND BREAKFAST USES, WITHIN THE EQUESTRIAN PRESERVE AREA; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE ELECTORS OF WELLINGTON AT THE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of the municipality a proposed amendment to the municipality's charter; and

**WHEREAS**, Wellington's Council recognizes that the equestrian preserve area is a vital environmental, economic and cultural resource that merits the fullest protection for future generations against commercial development; and

**WHEREAS**, Wellington's Council deems it necessary and advisable for the voters of Wellington to consider amending the charter of the Village of Wellington to prohibit motels, hotel, condo-hotels, apartments and similar commercial transient occupancy uses, other than bed and breakfasts uses within the Equestrian Preserve Area;

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

**SECTION 1: A new Section 4A, "Occupancy Uses Prohibited" is hereby proposed to be added as follows:**

\* \* \*

A. —Occupancy Uses Prohibited. Motels, hotels, condo-hotels, apartments and similar commercial transient occupancy uses, except for bed and breakfasts, are prohibited within the Equestrian Preserve Area.

1       **SECTION 2.** The charter amendment proposed by this ordinance shall be  
2 submitted to the electors of the Village of Wellington at the election to be held on March  
3 15, 2016 and shall be deemed adopted upon the favorable vote of a majority of the  
4 electors voting at that time upon the following question:

5  
6                               **REFERENDUM QUESTION NO. \_\_\_\_\_**

7  
8                               **WELLINGTON CHARTER AMENDMENT**

9  
10                           **PROHIBIT COMMERCIAL TRANSIENT OCCUPANCY USES**  
11                           **WITHIN THE EQUESTRIAN PRESERVE**

12  
13  
14               **Other than bed and breakfasts, shall commercial**  
15               **transient occupancy be prohibited within the Equestrian**  
16               **Preserve?**

17  
18                               \_\_\_   **Yes**

19  
20                               \_\_\_   **No**

21  
22       **SECTION 3.** In the event of adoption by the electorate as provided herein,  
23 Wellington's Clerk shall forthwith incorporate the amendment into Wellington's charter  
24 by preparing a true copy of new section 4A as amended, and shall file the revised  
25 section with the Florida Department of State, at which time the revised section shall take  
26 effect.

27  
28       **SECTION 4.** Wellington's Clerk shall cause this ordinance to be published once  
29 a week for four consecutive weeks immediately prior to the election on March 15, 2016.

30  
31       **SECTION 5.** Should any section, paragraph, sentence, clause, or phrase of this  
32 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington  
33 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of  
34 this Ordinance shall prevail to the extent of such conflict.

35  
36       **SECTION 6:** Should any section, paragraph, sentence, clause, or phrase of this  
37 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision  
38 shall not affect the validity of this Ordinance as a whole as a whole or any portion or part  
39 thereof, other than the part so declared to be invalid.

40  
41       **SECTION 7:** This Ordinance shall become effective immediately upon adoption  
42 of the Wellington Council following second reading.

43  
44       **PASSED** this \_\_\_\_\_ day of October, 2015 upon first reading.  
45  
46



**PASSED AND ADOPTED** this \_\_\_\_ day of November, 2015, on second and final reading.

**WELLINGTON****FOR****AGAINST**

BY: \_\_\_\_\_

Bob Margolis, Mayor

\_\_\_\_\_  
John Greene, Vice Mayor\_\_\_\_\_  
Matt Willhite, Councilman\_\_\_\_\_  
Anne Gerwig, Councilwoman\_\_\_\_\_  
John McGovern, Councilman**ATTEST:**

BY: \_\_\_\_\_

Awilda Rodriguez, Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_

Laurie S. Cohen, Village Attorney



# Village of Wellington

## Legislation Text

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**File #: 15-747, Version: 1**

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**ITEM: RESOLUTION NO. R2015-89 (SADDLE TRAIL PARK SOUTH PROJECT ASSESSMENTS)**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT; EQUALIZING, APPROVING, CONFIRMING, IMPOSING AND LEVYING CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL PROPERTY SPECIALLY BENEFITTED BY SUCH IMPROVEMENT PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR HEREIN AND PURSUANT TO CHAPTER SECTION 3, AS AMENDED, OF THE VILLAGE OF WELLINGTON'S CODE OF ORDINANCES AND APPLICABLE PROVISIONS OF CHAPTERS 170 AND 197, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Approval of Resolution No. R2015-89 authorizing the Saddle Trail Park (South) Neighborhood Improvement Project and the provisions for the Special Assessment.

**EXPLANATION:** This Resolution authorizes the Saddle Trail Park (South) Neighborhood Improvement Project and approves the provisions for the Special Assessment. A copy of the assessment area plat is provided herein as Exhibit A. The total estimated cost of the Improvements (design, permitting and construction) is \$5,438,790.44. A copy of the Certified Engineer's Cost Estimate is provided herein as Exhibit B. Portions of the project plans are provided herein as Exhibit C.

The total assessment is estimated at \$6,169,200. This amount includes the cost of the Improvements plus certain costs associated with financing (cost of issuance, capitalized interest and debt reserve) and assessment collection costs. This figure does not include interest accrued over the life of the bonds because the interest (coupon) rate is not yet known and will not be known until the bonds are sold. Assuming an interest rate of 4.5% and a total bond issuance of \$5,820,000, the total assessment cost would be \$9,451,725.

The benefits derived from the Improvements are specific to the properties within the assessment area and total \$11,866,423.61 (which is greater than the assessment amount - above), thus satisfying the major requirements of Florida Statute Chapter 170.

Pursuant to the Preliminary Methodology Report (attached as Exhibit D), it is recommended the assessment be apportioned to each property based upon acreage. A copy of the Preliminary Assessment Roll is attached as Exhibit E. Staff also recommends that property owners be afforded an opportunity to prepay the assessment amount for their property in a lump sum payment prior to marketing the bonds, only.

**BUDGET AMENDMENT REQUIRED:** N/A

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

**FIRST READING:**                              **SECOND READING:**

**LEGAL SUFFICIENCY:** YES

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**File #: 15-747, Version: 1**

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**FISCAL IMPACT:** The Saddle Trail Park South Improvement Project is to be funded solely by the property owners within this section of Saddle Trail with special assessments from the issuance of debt.

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Approval of Resolution No. R2015-89 authorizing the Saddle Trail Park (South) Neighborhood Improvement Project and the provisions for the Special Assessment.

**RESOLUTION NO. R2015 - 89**

**A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON AUTHORIZING THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT; EQUALIZING, APPROVING, CONFIRMING, IMPOSING AND LEVYING CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL PROPERTY SPECIALLY BENEFITTED BY SUCH IMPROVEMENT PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR HEREIN AND PURSUANT TO CHAPTER SECTION 3, AS AMENDED, OF THE VILLAGE OF WELLINGTON'S CODE OF ORDINANCES AND APPLICABLE PROVISIONS OF CHAPTERS 170 AND 197, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

**NOW THEREFORE, BE IT RESOLVED** by the Village Council for the Village of Wellington as follows:

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapter 3, as amended, of the Code of Ordinances for the Village of Wellington and applicable provisions of Chapters 170 and 197, Florida Statutes.

**SECTION 2. FINDINGS, ASCERTAINMENTS AND DETERMINATIONS.** The Village Council (the "Village Council") for the Village of Wellington hereby finds and determines as follows:

- (1) The Village of Wellington is a municipal corporation of the State of Florida that is organized and validly existing under and pursuant to its Charter;
- (2) The Village of Wellington is authorized to finance, fund, plan, design, establish, acquire, construct and reconstruct, enlarge or extend, equip, operate, and maintain those various public improvements, systems, facilities and services, together with their associated and related infrastructure, as so identified and described in Resolution R2015-70 (together the "Improvement Project") to benefit and serve the also therein specified and benefitted lands lying within the Village of Wellington;
- (3) The Village of Wellington has the power to levy non-ad valorem special assessments to pay all or any part of the cost of the Improvement Project;
- (4) The Village of Wellington is hereby authorized to provide the Improvement Project, the nature and location of which is identified in its Resolution No. R2015-70 and the plans and specifications on file in the offices of the Clerk of the Village of Wellington located within the Wellington Municipal Office Building at

12300 W. Forest Hill Blvd., Wellington, FL 33414 and to pay the cost of the Improvement Project by levying non-ad valorem assessments upon the lands specially benefitted (the "Assessable Property") by such Improvement Project;

- (5) The provision of the Improvement Project and the levying of such non-ad valorem special assessments upon the Assessable Property serves a proper, essential and valid public purpose;
- (6) By Resolution No. R2015-70, the Village Council determined that it would provide the Improvement Project and defray the cost thereof by levying non-ad valorem special assessments on the Assessable Property. Resolution No. R2015-70 was adopted in compliance with Chapter 3, as amended, of the Village of Wellington's Code of Ordinances and Section 170.03, Florida Statutes, and prior to the time said Resolution was adopted, the requirements of Section 170.04, Florida Statutes had been complied with;
- (7) As directed by Resolution No. R2015-70, said Resolution was published pursuant to Section 170.05, Florida Statutes, and a copy of the publisher's affidavit of publication is on file in the office of the Clerk of the Village of Wellington;
- (8) As directed by Resolution No. R2015-70, a preliminary assessment roll was prepared as required by Section 170.06, Florida Statutes;
- (9) In accordance with Section 170.07, Florida Statutes, and based upon completion of the preliminary assessment roll, the Village Council adopted Resolution No. R2015-71 which fixed a time and place for a public hearing at which owners of the Assessable Property and other persons interested therein may appear before the Village Council and be heard as to: (i) the propriety and advisability of implementing the Improvement Project; (ii) the cost thereof; (iii) the manner of payment therefore; (iv) the assessment methodology; and (v) the amount to be assessed against each lot and parcel of Assessable Property. Said Resolution further provided for the mailing of Notice to the owners of the Assessable Property by U.S. Mail and the publication of a Notice of said public hearing;
- (10) Notice of the aforesaid public hearing has been given by publication and by U. S. Mail as required by Section 170.07, Florida Statutes, and affidavits as to such publication and mailing are on file in the office of the Clerk of the Village of Wellington;
- (11) At the time and place specified in Resolution No. R2015-71 and the notice and mailings referred to in above subparagraphs 9 and 10, the Village Council met for the Public Hearing and as an "Equalization Board", conducted such public hearing and heard and considered all comments, complaints, answers to questions and information as to the matters described in subparagraph 9 above, and based thereon, made modifications to the preliminary assessment roll as it deemed desirable, with said preliminary assessment roll being affixed hereto, identified as

Exhibit “A” and hereinafter referred to as the Preliminary Assessment Roll;

- (12) Having considered the estimated cost of the Improvement Project, the estimate of associated financing and construction costs, the assessment methodology, and the comments, information, answers to questions and evidence presented at the public hearing referred to in above subparagraph 11, the Village Council specifically finds, ascertains and determines as follows:
- (a) the estimated cost of the financing and construction of the Improvement Project is as specified in the Assessment Methodology Report identified in Resolution No. R2015-70 (the “Assessment Methodology Report”) and the amount of such estimated cost is reasonable and proper;
  - (b) it is reasonable, proper, just and right to assess the cost of the Improvement Project against the Assessable Property specially benefitted thereby, using the method determined by the Village Council, which will result in non-ad valorem special assessments to be levied as set forth in the Preliminary Assessment Roll and herein adopted by the Village Council;
  - (c) the Improvement Project will constitute and result in special benefits peculiar to all lots and parcels of the Assessable Property listed on Preliminary Assessment Roll, since there is a logical relationship between the improvements, services and works comprising the Improvement Project and the Assessable Property itself, different in kind and degree than any general or community benefit, and that the amount of such special and peculiar benefit, and that the amount of such special and peculiar benefit, in the case of each such lot or parcel of Assessable Property will be in excess of the amount of the non-ad valorem special assessment to be levied thereon and that the sum of the special benefits determined for all of the lots will be in excess of the cost of the Improvement Project;
  - (d) the duty to pay such non-ad valorem special assessments is apportioned fairly and reasonably; and
  - (e) it is desirable that the non-ad valorem special assessments be paid and collected as herein provided.

**SECTION 3. AUTHORIZATION OF THE IMPROVEMENT PROJECT.** The Improvement Project described in Resolution No. R2015-70 and the plans and specifications on file in the office of the Clerk of the Village of Wellington is hereby authorized, and approved and in furtherance thereof the proper officers, employees, consultants and agents of the Village of Wellington are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated cost of the Improvement Project and that portion of such cost to be paid through the levy of non-ad valorem special assessments on the Assessable Property is as set forth in the Assessment Methodology Report.

**SECTION 5. APPROVAL AND CONFIRMATION OF ASSESSMENT METHODOLOGY.** The non-ad valorem special assessment methodology set forth in the Preliminary Assessment Roll and on file with the Clerk of the Village of Wellington together with the findings, ascertainments and determinations of Section 2 above are hereby approved and confirmed. The non-ad valorem special assessments against each lot or parcel of Assessable Property shown on such Preliminary Assessment Roll, including interest and penalties, if any, thereon and, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on the Assessable Property and of equal priority as county, district, municipal or other governmental ad valorem taxes and superior in dignity to all other liens, titles and claims as provided in Chapter 3, as amended, of the Village of Wellington's Code of Ordinances and applicable Chapters 170 and 197, Florida Statutes.

**SECTION 6. FINALIZATION OF NON-AD VALOREM SPECIAL ASSESSMENTS.** When the Improvement Project has been constructed or otherwise provided for to the satisfaction of the Village Council, the Village Council shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, pursuant to its Code of Ordinances and Sections 170.08 and 170.09, Florida Statutes. The Village Council shall credit to each non-ad valorem special assessment for the Improvement Project, the difference, if any, between the non-ad valorem special assessments as were originally made, approved and confirmed and the proportionate part of the actual costs of the Improvement Project, as finally determined upon completion and its acceptance by the Village Council; but, in no event shall the final amount of any such non-ad valorem special assessments exceed the amount of benefits originally fixed, determined, ascertained, levied, imposed and assessed hereunder. Subject to the foregoing, such non-ad valorem special assessments shall be recorded by the Clerk in the "Improvement Lien Book." Once the final amount of the non-ad valorem special assessments for the Improvement Project has been determined, the terms "special assessment", "non-ad valorem assessment" or "non-ad valorem special assessment" shall, with respect to each lot or parcel of Assessable Property mean said lot or parcel's allocable share of the sum of the costs of the actual Improvement Project.

**SECTION 7. PAYMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

- (1) The non-ad valorem special assessments shall be payable in not less than 15 and not more than 20 yearly installments, with the number of installments to be determined by resolution of the Village Council adopted prior to the levy of the first installment and with the first installment levied following the earlier of (i) the issuance by the Village of Wellington of bonds to finance the Improvement Project (the "Bonds") or (ii) completion of the Improvement Project. The special assessments shall bear interest at the same rate of interest borne by the Bonds, commencing on the date on which the Bonds are issued. Notwithstanding the

provisions of Section 170.09, Florida Statutes, pursuant to the authority of Sections 170.11 and 166.021, Florida Statutes, Chapter Section 3, as amended, of the Code of Ordinances for the Village of Wellington and Article VIII, Section 2(b) of the Constitution of Florida, the Village Council determines that (i) the annual installments of the special assessments shall be in such amounts as shall provide available proceeds to pay the debt service on the Bonds as the same comes due and (ii) the special assessments may not be prepaid after the earliest of (a) the date on which the Bonds are issued, (b) the date the Village of Wellington enters into a contract for the sale of the Bonds to an underwriter which sets for the amount of the Bonds to be issued and the closing date and (c) the last date for prepayment specified in a notice mailed by the Village of Wellington to the property's owners not less than thirty days prior to such last date for prepayment.

- (2) The Village of Wellington shall levy the non-ad valorem assessments, and evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector pursuant to the Chapter 197, Florida Statutes or if necessary, by the Village of Wellington pursuant to Chapter 170, Florida Statutes or any successor statutes, as applicable, to the extent and in an amount sufficient to pay the debt service when due on any bonds or notes issued to fund construction of the Improvement Project.
- (3) If any non-ad valorem assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Village of Wellington shall be satisfied that any such non-ad valorem assessment is so irregular or defective that the same cannot be enforced or collected, or if the Village of Wellington shall have omitted to make such non-ad valorem assessment when it might have done so, the Village of Wellington shall (i) take all necessary steps to cause a new non-ad valorem assessment to be made, or (ii) in its sole discretion, make up the amount of such non-ad valorem assessment from any legally available moneys. In case such new non-ad valorem assessment shall be annulled, the Village of Wellington shall thereupon obtain and make other non-ad valorem assessments until a valid non-ad valorem assessment shall be made.
- (4) As authorized by Chapter 3, as amended, of the Village of Wellington's Code of Ordinances and Section 197.3631, Florida Statutes, the Village of Wellington hereby elects at this time to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, Florida Statutes. The Village of Wellington has heretofore timely taken, or will timely take, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, Florida Statutes, and applicable rules adopted pursuant thereto. In furtherance thereof, the Village of Wellington, if it has not done so previously, shall enter into and maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of



this subsection. The Village of Wellington shall use its best efforts to ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as there are any outstanding bonds or notes that were issued for construction of the Improvement Project. Such non-ad valorem special assessments shall be subject to all of the collection provisions of chapter 197, Florida Statutes and applicable rules of the State of Florida.

- (5) Notwithstanding the foregoing, the Village of Wellington reserves the right under Chapter 3, as amended, of the Village of Wellington's Code of Ordinances and Section 197.3631, Florida Statutes, to collect its non-ad valorem special assessments pursuant to its Code of Ordinance or as authorized in Chapter 170, Florida Statutes, and to foreclose such non-ad valorem special assessment liens as provided for by law.

**SECTION 8. SEVERABILITY.** If any Section or part of a Section of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the validity, force and effect of any other Section or part of a Section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other Section or part of a Section of this Resolution is wholly or necessarily dependent upon the Section or part of a Section so held to be invalid or unconstitutional.

**SECTION 9. CONFLICTS.** All resolutions or parts thereof in conflict herewith are to the extent of such conflict hereby superseded, amended or repealed as the circumstances may require.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**VILLAGE OF WELLINGTON**

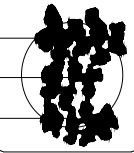
By: \_\_\_\_\_  
Awilda Rodriguez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney

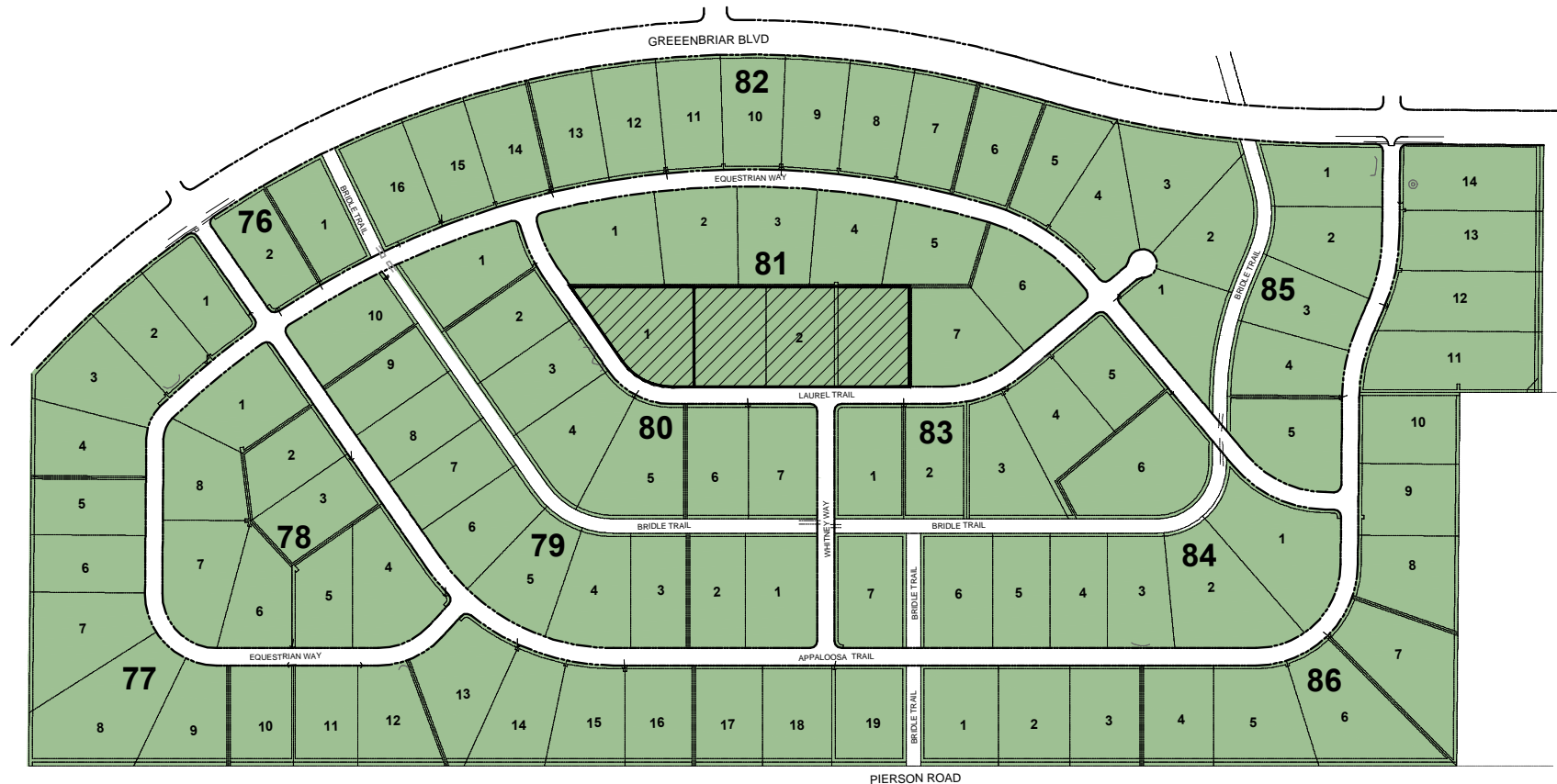
**WGI**  
 Wellington Group, Inc.

 2035 Vista Parkway, Suite 100  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055


DATE	DRAWN BY
FEB 2015	GAT
DESIGNED BY	CHECKED BY
C.H.	B. Landrie
WGI PROJECT NUMBER	
1525.00	

  
**WELLINGTON**  
 Engineering Department  
 12300 West Forest Hill Boulevard, Wellington, Florida 33414

# SADDLE TRAIL PARK - (SOUTH) - PLAT



## SADDLE TRAIL PARK - (SOUTH) WELLINGTON, FLORIDA EXHIBIT "B"

**PROPERTIES WITHIN  
SADDLE TRAIL PARK SOUTH  
TO BE ASSESSED**  
  
**103 LOTS TOTAL**

### LEGEND:

**86** BLOCK NUMBER

**6** LOT NUMBER



### NOTES:

BLOCKS 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 AND 86 OF THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON AS RECORDED IN PLAT BOOK 41, PAGES 103, 104 & 105 AND THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON REPLAT NO. 1 RECORDED IN PLAT BOOK 108, PAGES 118-119 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 8, 9, 10 & 11 OF BLOCK 81 FROM THE ORIGINAL PLAT OF SADDLE TRAIL PARK OF WELLINGTON WERE RECOMBINED PER PLAT BOOK 108, PAGES 118-119, OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FL

**WANTMAN GROUP, INC.  
ENGINEER'S OPINION OF CONSTRUCTION COST  
FINAL DESIGN PHASE  
SADDLE TRAIL PARK SOUTH  
WGI Project No: 1525.00**

		<b>TOTAL COST:</b>
ROADWAY, DRAINAGE, AND BRIDLE TRAIL WATER DISTRIBUTION		\$ 2,705,863.38
		\$ 1,154,498.70
	<b>SUBTOTAL</b>	<b>\$ 3,860,362.08</b>
MOBILIZATION / GENERAL CONDITIONS/MOT/NPDES ENGINEERING, TESTING, AND SURVEY CONTINGENCY		\$420,319.74
		\$579,054.31
		\$579,054.31
	<b>SUBTOTAL</b>	<b>\$ 5,438,790.44</b>



**WANTMAN GROUP, INC.**  
**ENGINEER'S OPINION OF CONSTRUCTION COST**  
**FINAL DESIGN PHASE**  
**SADDLE TRAIL PARK SOUTH**  
**WGI Project No: 1525.00**

**PAVING AND DRAINAGE-ROADWAYS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>CURRENT UNIT COST</u>	<u>COST</u>
CLEARING AND GRUBBING (R/W TO R/W)	LS	1	\$150,000.00	\$150,000.00
ROADWAY EXCAVATION	CY	19,734	\$5.30	\$104,590.20
SWALE EXCAVATION	CY	8,810	\$5.30	\$46,693.00
TOP SOIL REMOVAL AND DISPOSAL	CY	1,523	\$12.72	\$19,372.56
MILL AND RESURFACE ASPHALT PAVEMENT	SY	188	\$20.14	\$3,786.32
12" COMPACTED SUBGRADE	SY	46,194	\$2.65	\$122,414.10
8" COMPACTED BASE	SY	46,194	\$12.72	\$587,587.68
COURSE AGGREGATE (CULVERTS)	SY	581	\$8.48	\$4,926.88
1.5" SP 9.5 ASPHALT	TON	3,897	\$137.80	\$537,006.60
SP 9.5 ASPHALT (SPEED HUMP)	TON	135	\$137.80	\$18,603.00
12" CONCRETE HEADER CURB	LF	3,900	\$30.21	\$117,819.00
CATCH BASIN REMOVAL AND DISPOSAL	EA	19	\$530.00	\$10,070.00
STORM PIPE REMOVAL AND DISPOSAL	LF	642	\$21.20	\$13,610.40
12" RCP	LF	5232	\$31.80	\$166,377.60
15" RCP	LF	560	\$37.10	\$20,776.00
18" RCP	LF	419	\$42.40	\$17,765.60
24" RCP	LF	42	\$53.00	\$2,226.00
36" RCP	LF	71	\$84.80	\$6,020.80
CONCRETE COLLAR	EA	4	\$1,579.40	\$6,317.60
12" CONCRETE MITERED END SECTION	EA	214	\$1,060.00	\$226,840.00
15" CONCRETE MITERED END SECTION	EA	2	\$1,272.00	\$2,544.00
TYPE 'C' INLETS	EA	28	\$2,332.00	\$65,296.00
STORM MANHOLE	EA	3	\$2,650.00	\$7,950.00
SOD (SWALES)	SY	34794	\$3.08	\$107,165.52
SIDEWALK REMOVAL AND RESTORATION	SY	24	\$49.13	\$1,179.12
				<b>\$ 2,366,937.98</b>

**PAVING -BRIDLE TRAIL**

BRIDLE PATH EXCAVATION	CY	2,575	\$5.30	\$13,647.50
4" SHELLROCK (Bridle Path)	SY	23,405	\$10.60	\$248,093.00
				<b>\$261,740.50</b>

**SIGNING AND MARKING**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>CURRENT UNIT COST</u>	<u>COST</u>
12" SOLID WHITE (THERMOPLASTIC)	LF	782	\$1.59	\$1,243.38
24" SOLID WHITE STOP BARD (THERMOPLASTIC)	LF	176	\$3.27	\$575.52
6" SOLID DOUBLE YELLOW (THERMOPLASTIC)	LF	325	\$2.12	\$689.00
SPEED HUMP STRIPING	EA	26	\$530.00	\$13,780.00
REMOVE AND RELCOATE EXIST SIGN	EA	19	\$106.00	\$2,014.00
W11-7. EQUESTRIAN CROSSING SIGN	EA	26	\$291.50	\$7,579.00
W13-1 SPEED SIGN	EA	52	\$291.50	\$15,158.00
W17-1 SPEED HUMP SIGN	EA	52	\$291.50	\$15,158.00
W116-9P AHEAD SIGN	EA	14	\$291.50	\$4,081.00
BUMP AHEAD SIGN	EA	52	\$291.50	\$15,158.00
R1-1 STOP SIGN	EA	2	\$291.50	\$583.00
R1-3 "4 WAY" STOP SIGN	EA	4	\$291.50	\$1,166.00
				<b>\$77,184.90</b>
SUBTOTAL (PAVING, DRAINAGE, AND BRIDLE TRAIL)				<b>\$ 2,705,863.38</b>

**WANTMAN GROUP, INC.**  
**ENGINEER'S OPINION OF CONSTRUCTION COST**  
**FINAL DESIGN PHASE**  
**SADDLE TRAIL PARK SOUTH**  
**WGI Project No: 1525.00**

**WATER DISTRIBUTION**

<u>DESCRIPTION (WATER)</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>CURRENT</u>	
			<u>UNIT COST</u>	
2" POLY WATER SERVICE	LF	1,982	\$21.20	\$42,018.40
4" DIP FIRE MAIN	LF	60	\$48.00	\$2,880.00
6" DIP FIRE MAIN	LF	150	\$53.00	\$7,950.00
8" DIP WM	LF	692	\$63.60	\$44,011.20
8" PVC WATER MAIN	LF	16,850	\$42.40	\$714,440.00
FIRE HYDRANT ASSEMBLY WITH GATE VALVE	EA	30	\$4,759.40	\$142,782.00
4" GATE VALVE WITH CONCRETE COLLAR	EA	3	\$1,584.70	\$4,754.10
8" GATE VALVE WITH CONCRETE COLLAR	EA	35	\$1,855.00	\$64,925.00
8" X 4" TEE	EA	3	\$636.00	\$1,908.00
8" X 8" TEE	EA	7	\$848.00	\$5,936.00
8" CROSS	EA	1	\$1,060.00	\$1,060.00
8" 11.25 DEGREE BEND	EA	4	\$583.00	\$2,332.00
8" 45 DEGREE BEND	EA	55	\$583.00	\$30,250.00
8" X 6" REDUCER	EA	1	\$1,060.00	\$1,060.00
2" CORP STOP W/ DOUBLE STRAP SADDLE	EA	71	\$312.70	\$22,201.70
2" CURB STOP	EA	71	\$312.70	\$22,201.70
CONCRETE METER BOX	EA	71	\$206.70	\$14,675.70
SAMPLE POINT	EA	11	\$439.90	\$4,838.90
8" X 12" TAPPING TEE AND VALVE	EA	2	\$7,897.00	\$15,794.00
2" BYPASS WITH CORP. STOP, BALL VALVES, & RPZ	EA	2	\$4,240.00	\$8,480.00
			<b>\$ 1,154,498.70</b>	



INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
COVER	TITLE SHEET
GN-1 THRU GN-2	GENERAL NOTES
TYP-1	TYPICAL SECTIONS
PDD-1 THRU PDD-2	PAVING, GRADING AND DRAINAGE DETAILS
SWPP-1 THRU SWPP-2	STORMWATER POLLUTION PREVENTION PLAN
KEY-1	KEY PLAN
PD-1 THRU PD-12	ROADWAY PLANS: APPALOOSA TRAIL
PD-13 THRU PD-24	ROADWAY PLANS: EQUESTRIAN WAY
PD-25 THRU PD-29	ROADWAY PLANS: LAUREL TRAIL
PD-30 THRU PD-31	ROADWAY PLANS: WHITNEY WAY
SEC-1 THRU SEC-8	ROADWAY CROSS SECTIONS: APPALOOSA TRAIL
SEC-9 THRU SEC-15	DRIVEWAY CROSS SECTIONS: APPALOOSA TRAIL
SEC-16 THRU SEC-22	ROADWAY CROSS SECTIONS: EQUESTRIAN WAY
SEC-23 THRU SEC-28	DRIVEWAY CROSS SECTIONS: EQUESTRIAN WAY
SEC-29 THRU SEC-31	ROADWAY CROSS SECTIONS: LAUREL TRAIL
SEC-32 THRU SEC-34	DRIVEWAY CROSS SECTIONS: LAUREL TRAIL
SEC-35	ROADWAY CROSS SECTIONS: WHITNEY WAY
SEC-36	DRIVEWAY CROSS SECTIONS: WHITNEY WAY
WS-1 THRU WS-16	WATER PLAN
WSD-1 THRU WSD-3	WATER DETAILS

# VILLAGE OF WELLINGTON, FLORIDA

## SADDLE TRAIL PARK SOUTH CONSTRUCTION PLANS

WELLINGTON BID NO. 002-15/DZ

VILLAGE COUNCILBOB MARGOLIS  
MAYORJOHN GREENE  
VICE MAYORMATT WILLHITE  
COUNCILMANJOHN MCGOVERN  
COUNCILMANANNE GERWIG  
COUNCILWOMAN

PROJECT



**REPRODUCTION:**  
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS  
MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS  
MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SECTION 17, TOWNSHIP 44S, RANGE 41E  
SADDLE TRAIL PARK SOUTH  
WELLINGTON, FL 33414

LOCATION MAP  
N.T.S.



100% PLANS  
AUGUST 20, 2015

ENGINEER OF RECORD  
BRYAN J. LAMOTTE, P.E.  
PCA 41074  
August 18, 2015



DATE: FEB 2015  
DRAWN BY: RLR  
DESIGNED BY: B.J.L.  
CHECKED BY: DKS

REVISIONS



WELLINGTON  
Engineering Department  
12300 West Forest Hill Boulevard, Wellington, Florida 33414

SADDLE TRAIL PARK SOUTH  
WELLINGTON, FLORIDA

2015 Vista Parkway, Suite 100  
West Palm Beach, FL 33411  
Phone No. 561.687.2200  
Fax No. 561.687.2201  
Cell No. 609.1.131 No. 7055

**WGI**  
Wantman Group, Inc.

WEB PROJECT NUMBER  
1525.00  
SHEET NUMBER  
COVER

**NOTES:****GENERAL**

1. REGULATIONS – ALL CONSTRUCTION SHALL BE DONE IN A WORKMAN LIKE MANNER AND SHALL CONFORM TO ALL VILLAGE OF WELLINGTON, STATE AND FEDERAL REGULATIONS AND OR CODES INCLUDING BUT NOT LIMITED TO THE CURRENT PALM BEACH COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LATEST REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES TO BEGIN WORK AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
2. STANDARD DETAILS AND SPECIFICATIONS – ALL WORK WITHIN V.O.W. RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND FDOT DESIGN STANDARDS LATEST EDITION. ALL FOOT NOTES ARE INCORPORATED AS PLAN REFERENCES HEREIN. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF FOOT NOTES.
3. VERTICAL DATUM – ALL ELEVATIONS SHOWN REFER TO N.G.V.D. 29
4. BENCHMARK LOCATION AND ELEVATION ARE AS REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
5. CHANGES – ALL CHANGES SHALL BE APPROVED IN WRITING BY THE ENGINEER AND THE VILLAGE OF WELLINGTON PRIOR TO CONSTRUCTION.
6. GUARANTEE – THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIAL SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. SHOP DRAWINGS – THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL – 5 SETS EACH SUBMITTAL.
8. MAINTENANCE OF TRAFFIC (M.O.T.) – CONTRACTOR IS RESPONSIBLE FOR FURNISHING PROPER TRAFFIC MAINTENANCE AND CONTROLS IN ACCORDANCE WITH FDOT STANDARD INSECT 600. WHERE A MAINTENANCE OF TRAFFIC PLAN IS REQUIRED, THE CONTRACTOR SHALL PREPARE AND SUBMIT THE PLAN FOR APPROVAL TO THE ENGINEER.
9. RECORD DATA – THE CONTRACTOR SHALL SUBMIT ALL RECORD DATA & PLANS SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA TO THE ENGINEER FOR REVIEW AND APPROVAL.
10. RESTORATION – THE CONTRACTOR SHALL IMMEDIATELY REPAIR AND RESTORE EXISTING SITE FEATURES (UT LOCATED WITHIN V.O.W. RIGHT-OF-WAY INCLUDING PAVEMENT, DRIVEWAYS, PIPES, FENCES, CALL BOXES, MAILBOXES, AND LANDSCAPING DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES. THE RESTORATION SHALL CONFORM TO APPLICABLE STANDARDS AS GOVERNED.
11. UTILITIES – THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES WHETHER SHOWN IN THE PLANS OR NOT. AT LEAST TWO DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL, NOTIFY EACH UTILITY COMPANY, AND VERIFY THE LOCATION OF ALL UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
12. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING PROCESS AND MUST MEET THE DESIGN CRITERIA AND SPECIFICATIONS FOR THE PROJECT.
13. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
14. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FLORIDA POWER AND LIGHT (FPL) ON ANY WORK IN THE VICINITY OF OVERHEAD AND UNDERGROUND POWER LINES.
15. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
16. CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED. WHETHER SHOWN ON THE LANDSCAPE PLANS OR DESIGNATED IN THE FIELD, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT, IN KIND, OF ANY TREES SPECIFIED TO BE SAVED THAT ARE DAMAGED AS A RESULT OF WORK CONDUCTED.
17. ALL STOP SIGNS AND BROKE PATH WARNING SIGNS ARE TO REMAIN IN PLACE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR WILL NEED TO LOCATE SIGNS BASED ON PROPOSED SIGN LOCATIONS.

**CLEARING AND GRUBBING**

1. CLEARING – CLEARING SHALL BE LIMITED TO THE CONSTRUCTION AREA (RIGHT-OF-WAY) AND OR AS DIRECTED BY THE ENGINEER. A VERTICAL CLEARANCE OF 12" MUST BE CLEARED ON THE BRIDGE TRAIL SIDE OF THE RIGHT-OF-WAY.
2. GRUBBING – ALL STUMPS, ROOTS, BURIED LOGS OR OTHER UNSUITABLE MATERIAL WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REMOVED TO A DEPTH OF 3' BELOW FINISHED ELEVATION AND REPLACED WITH CLEAN FILL.
3. DEBRIS REMOVAL – ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF. ANY MATERIAL ON-SITE FOR MORE THAN 30 DAYS SHALL BE STORED IN CONTAINERS APPROVED BY THE ENGINEER AND FDOT.
4. PROTECTION – THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING BUILDINGS, UTILITIES, SIGNS, FENCES, AND STRUCTURES THAT ARE ABOVE OR BELOW GROUND AND SHALL HOLD THE ENGINEER AND VILLAGE OF WELLINGTON HARMLESS AGAINST ALL CLAIMS OR DAMAGES.
5. MUCK – MUCK SHALL BE REMOVED FROM UNDERNEATH THE FOOTPRINT OF THE ROADWAY AND EXTENDING 4 FT. FROM THE EDGE FROM THE ROAD RIGHT-OF-WAY.
6. HARDPAN – HARDPAN SHALL BE REMOVED FROM ROADSIDE SHOULDER TO A DEPTH OF 2 FEET AND BACKFILLED WITH GRANULAR MATERIAL.
7. LANDSCAPED AREAS – ALL LANDSCAPE PLANTING AREAS SHALL BE FREE OF BASE ROCK AND CONSTRUCTION DEBRIS AND EXCAVATED TO A MINIMUM OF 30" OR TO CLEAN, NATIVE SOIL. REFER TO LANDSCAPE PLANS (BY OTHERS) FOR ADDITIONAL PLANTING INFORMATION AND DETAILS.

**FIELD OBSERVATION AND TESTING**

1. ALL WORK WILL BE OPEN AND SUBJECT TO INSPECTION BY ENGINEER AND VILLAGE OF WELLINGTON.
2. NOTIFICATION – THE CONTRACTOR SHALL NOTIFY THE ENGINEER, GOVERNMENT AND OTHER PERMITTING AGENCIES 48 HOURS PRIOR TO SCHEDULING FIELD OBSERVATIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO TEST THE COMPLETED WORK. CALL "SUNSHINE ONE CALL" AT 1-800-432-4770 PRIOR TO ANY EXCAVATION.
3. THE UNDERGROUND CONTRACTOR SHALL SUBMIT ALL RECORD DATA, SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA, TO THE ENGINEER AND V.O.W. ENGINEERING DEPT. FOR REVIEW AND APPROVAL PRIOR TO CURB AND PAVEMENT CONSTRUCTION.
4. DRAINAGE PIPES AND STRUCTURES SHALL BE INSPECTED BY THE ENGINEER AND VILLAGE OF WELLINGTON PRIOR TO BACKFILLING. ALL DRAINAGE SYSTEMS SHALL BE PUMPED DOWN BELOW THE INVERT OF THE PIPE AND LAMPED AS A REQUIREMENT OF THE FINAL DRAINAGE INSPECTION.
5. ALL RECOMMENDATIONS AND REQUIREMENTS OF THE INSPECTION PERSONNEL OTHER THAN THE OWNER'S SHALL BE REPORTED TO THE ENGINEER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY THE ENGINEER OR VILLAGE OF WELLINGTON.
6. ALL TEST SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA AND ARE TO BE PAID FOR BY THE CONTRACTOR.
7. TESTING – PROCTOR AND DENSITY TESTS FOR SUBGRADE AND BASE MATERIAL SHALL BE TAKEN AS DIRECTED BY THE ENGINEER. DENSITY TESTS SHALL BE TAKEN A MINIMUM OF ONE PER 500 S.Y. THE BASE ROCK CHEMICAL AND SIEVE ANALYSIS, AND THE ASPHALT MIX AND DESIGN CRITERIA SHALL BE SUBMITTED TO THE ENGINEER AND V.O.W. ENGINEERING DEPT. FOR REVIEW PRIOR TO CONSTRUCTION. ALL TESTS ARE TO BE PAID FOR BY THE CONTRACTOR.
8. DENSITY TEST FOR PIPE TRENCHES SHALL BE TAKEN AT THE PIPE SPRING-LINE AND AT MAXIMUM ONE FOOT (1') LIFTS AS MEASURED FROM THE TOP OF PIPE. THE TEST SHALL BE TAKEN AT A MAXIMUM SPACING OF EVERY 300 FEET MEASURED FROM THE STRUCTURE OR AT LEAST ONE TEST AT THE CENTER OF THE PIPE SEGMENT BETWEEN TWO STRUCTURES IF LESS THAN 300 FEET. TEST SHALL BE TAKEN ON ALL SIDES WITHIN FIVE (5') OF EACH STRUCTURE. THE TEST LOCATION AT THE STRUCTURE SHALL BE ON ALTERNATING SIDES OF THE STRUCTURE WITH EACH LIFT TESTED. THE LOCATION AND DEPTH OF ALL TEST SHALL BE CLEARLY INDICATED IN THE DESCRIPTION AREA ON THE TEST REPORT IN A ILLUSTRATED MAP.
9. CONTRACTOR SHALL OBTAIN 6" DIAMETER ASPHALT PAVEMENT CORES WITHIN 24 HOURS OF ASPHALT PLACEMENT AT RANDOM LOCATIONS AS DIRECTED BY THE VILLAGE OF WELLINGTON OR ENGINEER FOR DENSITY TESTING IN ACCORDANCE WITH SECTION 334, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. A MINIMUM OF FIVE CORES ARE REQUIRED FOR EVERY 500 TONS OF ASPHALT.

**EROSION CONTROL NOTES**

1. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES

THE FOLLOWING SEQUENCE OF MAJOR ACTIVITIES SHALL BE FOLLOWED UNLESS THE CONTRACTOR CAN PROPOSE AN ALTERNATIVE THAT IS EQUAL TO OR EXCEEDS THE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES DESCRIBED IN THIS DOCUMENT, AND IS APPROVED BY THE ENGINEER AND V.O.W. ENGINEERING DEPT. THE DETAILED SEQUENCE FOR THE ENTIRE PROJECT CAN VARY SIGNIFICANTLY FROM CONTRACTOR TO CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH FDOT NPDES PERMIT REQUIREMENTS:

- A. PLACEMENT OF ALL EROSION CONTROL DEVICES.
- B. CLEARING AND GRUBBING, EARTHWORK REQUIRED FOR STORM SEWER AND GRADE ADJUSTMENT.
- C. STORM SEWER CONSTRUCTION: ALL STORM SEWER SHALL BE CONSTRUCTED IN THE UPSTREAM DIRECTION.
- D. EARTHWORK AND CONSTRUCTION ASSOCIATED WITH PROJECT.

2. EROSION AND SEDIMENT CONTROLS

THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN ACCORDANCE WITH FDOT NPDES PERMIT REQUIREMENTS. THE GENERAL CONTROL PLAN FOR SITE ACTIVITIES IS AS FOLLOWS:

- A. PROTECT THE OUTFALL CONTROL STRUCTURES, HEADWALLS, AND ALL STORM DRAIN INLETS IDENTIFIED IN THE PLANS USING TYPE III SILT FENCE, HAY BALES, AND FILTER FABRIC.

3. STABILIZATION PRACTICES

THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN ACCORDANCE WITH THE FDOT NPDES PERMIT REQUIREMENTS.

TEMPORARY: SOO, SEED, AND MULCH IN ACCORDANCE WITH THE FDOT SPECIFICATION SECTION 104.

PERMANENT: ASPHALT OR CONCRETE SURFACE, SOO IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 575. ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN ACCORDANCE WITH THE FDOT SPECIFICATION SECTION 104.

4. STRUCTURAL PRACTICES

THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN ACCORDANCE WITH THE FDOT NPDES GUIDELINES. TEMPORARY: HAY BALES AND INLET PROTECTION IN ACCORDANCE WITH FDOT NPDES REQUIREMENTS SHOWN IN THE EROSION CONTROL PLAN. ALL SEDIMENT CONTROLS SHALL BE IN PLACE PRIOR TO ANY SOIL DISTURBING ACTIVITY UPSTREAM OF THE CONTROL.

6. APPROVED STATE AND LOCAL PLANS OR PERMITS

THIS PROJECT IS COVERED BY THE VILLAGE OF WELLINGTON, SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

7. MAINTENANCE

HAY BALES – REPLACE WHEN DAMAGED OR AT THREE (3) MONTH INTERVAL (REMOVE SEDIMENT WHEN IT REACHES 1/2 HEIGHT OF BALES).

8. INSPECTIONS

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER, WHERE SITES HAVE BEEN FINALLY STABILIZED. INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH AT:

- A. POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- B. POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS.
- C. DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- D. AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- E. STRUCTURAL CONTROLS.
- F. STORMWATER MANAGEMENT SYSTEMS.
- G. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

ALL INSPECTIONS SHALL BE DOCUMENTED AND RETAINED ON-SITE FOR INSPECTION BY PERMIT COMPLIANCE PERSONNEL. DAMAGED EROSION AND SEDIMENT CONTROL DEVICES FOUND DURING THESE INSPECTIONS SHALL BE REPAIRED WITHIN TWENTY-FOUR (24) HOURS OF THE INSPECTION AND COMPLETED WITHIN SEVENTY-TWO (72) HOURS.

A COPY OF WEEKLY REPORTS SHALL BE PROVIDED TO THE V.O.W. THROUGH OUT THE CONSTRUCTION OF THE PROJECT.



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PROJECT NUMBER  
1525.00

SHEET NUMBER  
GN-1



**PAVING AND GRADING**

- SUBGRADE - SUBGRADE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180 (ASTM-1557) SPECIFICATIONS. ALL STUMPS, ROOTS, AND OTHER DELETERIOUS MATERIAL ENCOUNTERED SHALL BE REMOVED TO A DEPTH OF 3 FEET BELOW FINISHED ROAD GRADE AND REPLACED WITH CLEAN FILL COMPACTED TO NOT LESS THAN 100% OF MAXIMUM DENSITY. ALL SUCH MATERIAL SHALL BE REMOVED FROM WITHIN 8 FEET OF THE EDGE OF PAVEMENT. STABILIZED SUBGRADE SHALL CONFORM TO SECTION 160 OF FOOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND HAVE A MINIMUM LBR OF 40.
- BASE - APPROVED SHELLOCK AND LIMEROCK SHALL CONFORM TO APPLICABLE PARTS OF SECTIONS 285 OF 2014 FOOT SPECIFICATIONS. BASE COURSE SHALL BE LBR-100 COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY T-99 (ASTM 1557). PRIME COAT MINIMUM APPLICATION RATE OF 5.10 GAL/Y.
- ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM TO SECTIONS 300 THROUGH 333 OF FOOT SPECIFICATIONS, LATEST EDITION.
- STRUCTURES - INLETS AND MANHOLES SHALL BE SPECIFIED ON THE PLANS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE FOOT SPECIFICATIONS, LATEST EDITION. INLET GRATES SHALL BE IN ACCORDANCE WITH FOOT INDEX 201.
- PIPES - DRAINAGE PIPES SHALL CONFORM WITH ALL APPLICABLE SECTIONS OF FOOT SPECIFICATIONS, LATEST EDITION FOR REINFORCED CONCRETE PIPES.
- REINFORCING STEEL - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615 SPECIFICATIONS.
- CONCRETE - CONCRETE SHALL DEVELOP A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE NOTED ON THE PLANS AND SHALL CONFORM TO SECTION 346 OF FOOT SPECIFICATIONS, LATEST EDITION.
- PIPE BACKFILL - PIPE BACKFILL SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE FOOT SPECIFICATIONS, LATEST EDITION. PIPE BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO NOT LESS THAN 100% MAXIMUM DENSITY AS DEFINED BY AASHTO T-99.
- TRAFFIC CONTROL DEVICES - ALL TRAFFIC CONTROL DEVICES, PAVEMENT MARKINGS AND SIGNS SHALL BE AS DEFINED IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), PALM BEACH COUNTY TYPICAL #7-P-10-001 (LATEST EDITION) AND/OR FOOT SPECIFICATIONS, LATEST EDITION, WHERE APPLICABLE. THERMOPLASTIC MATERIAL SHALL BE USED FOR FINAL PAVEMENT MARKINGS.
- ALL TRAFFIC SIGNS SHALL BE CONSTRUCTED OF HIGHLY REFLECTIVE MATERIAL AND BE "STANDARD" SIZE AS ESTABLISHED BY MUTCD.
- WHERE CONNECTIONS TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, SAID EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE CLEANED OF ALL SILT AND OTHER DEBRIS WITHIN 20 FEET OF PROPOSED STRUCTURES PRIOR TO SAID CONNECTIONS BEING MADE AND WHERE THE EXISTING DRAINAGE SYSTEM INCLUDES RETENTION AREAS OR DITCHES, SAID RETENTION AREAS OR DITCHES SHALL BE CLEANED AND REWORKED, AS NECESSARY, TO RESTORE THEM TO AN APPROVED DESIGN SECTION. DRAINAGE SYSTEMS TO BE CLEANED AND/OR GRADES TO THE POINT OF LEGAL POSITIVE OUTFALL.
- ALL CURB RADI AND DIMENSIONS ARE TO EDGE OF PAVEMENT.
- ALL UTILITIES SHALL BE ADJUSTED TO NEW FINISH GRADES AND PROPERLY SET TO PAVEMENT CROSS SLOPE AS REQUIRED.
- ALL EXPOSED END OF CURB SHALL TRANSITION TO FINISHED GRADE.
- CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PAVEMENT TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. SHOULD AREAS OF POOR DRAINAGE BE OBSERVED, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PLACEMENT OF CURBS OR PAVEMENT COURSES, SO THAT RECOMMENDATIONS FOR CONSTRUCTION CAN BE DONE.
- THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF ANY KIND, INCLUDING IRRIGATION AND ELECTRICAL CONDUITS, THAT WILL REMAIN UNDER THE PAVEMENT OR WITHIN 10' OF ITS EDGES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE BASE.
- SOD SPECIFICATIONS: ALL SOD SHALL BE BAHIA.
- ALL DRAINAGE PIPES TO BE WRAPPED WITH FILTER FABRIC AT JOINTS (SEE DETAIL SHEET POD-1)

**WATER NOTES**

- ADJUSTMENTS MAY BE NECESSARY DUE TO FIELD CONDITIONS. ADJUSTMENTS ARE TO BE MADE BY THE CONTRACTOR WHEN THE BASE COURSE IS IN PLACE OR SITE GRADING IS COMPLETE. COST OF ADJUSTING RIM ELEVATIONS SHALL BE INCLUDED IN BASE BID.
- ALL WATER MAIN PIPE, INCLUDING FITTINGS, SHALL BE COLOR CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE, AND UNDERGROUND METAL PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPES DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE. FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE AT DRINKING WATER TREATMENT PLANTS SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH SUBSECTION 62-555.320(10), F.A.C. AND ALL OTHER ABOVEGROUND PIPE SHALL BE PAINTED BLUE OR SHALL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.
- FIRE HYDRANTS TO BE A MINIMUM 12' FROM ROAD ACCESS. FIRE HYDRANTS SHALL HAVE 7'6" CLEARANCE ON EACH SIDE AND FRONT AND 3' CLEARANCE FROM RIGHT-OF-WAY LINE.
- NO VALVES SHALL BE PLACED IN CURBS. ALL VALVE BOXES TO HAVE CONCRETE COLLARS. NO VALVES WILL BE LOCATED IN PAVEMENT AREAS.
- VILLAGE OF WELLINGTON MINIMUM STANDARDS AND APPROVED MATERIALS LIST SHALL PERTAIN TO THIS PROJECT.

**WATER MAIN TAPPING AND CLEARING NOTES**

- A 2" BYPASS LINE (MAXIMUM) SHALL BE INSTALLED PRIOR TO CANNON FLUSHING.
- A 2" TEE SHALL BE USED FOR FEEDING CHLORINE SOLUTION AND FOR ATMOSPHERIC VENT DURING PRESSURE / LEAKAGE TEST.
- UNDER NO CIRCUMSTANCES SHALL VALVES BE OPERATED WITHOUT AN AUTHORIZED VILLAGE OF WELLINGTON REPRESENTATIVE PRESENT.
- ALL WATER MAINS SHALL BE FILLED WITH WATER UTILIZING JUMPER AND THEN THOROUGHLY CANNON FLUSHED IN ACCORDANCE WITH VILLAGE OF WELLINGTON STANDARDS PRIOR TO PRESSURE / LEAKAGE TESTING. THE PROCEDURE SHALL BE DONE ONLY IN THE PRESENCE OF AN AUTHORIZED VILLAGE OF WELLINGTON REPRESENTATIVE.
- FOLLOWING INITIAL CANNON FLUSHING, ALL WATER FOR PRESSURE / LEAKAGE TESTING AND BACTERIOLOGICAL CLEARANCES MUST BE DRAWN FROM THE BYPASS LINE WITH REDUCED PRESSURE BACKFLOW PREVENTER IN PLACE.
- EXCEPT DURING CANNON FLUSHING, VALVES SHALL NOT BE OPENED UNTIL AFTER AN APPROVED PRESSURE / LEAKAGE TEST, BACTERIOLOGICAL CLEARANCE, CERTIFICATION BY THE ENGINEER OF RECORD, RELEASE FROM PALM BEACH COUNTY HEALTH DEPARTMENT, AND APPROVAL BY THE VILLAGE OF WELLINGTON.
- DISINFECTION AND BACTERIOLOGICAL CLEARANCES SHALL COMPLY WITH CURRENT AWWA PROCEDURES, PALM BEACH COUNTY HEALTH DEPARTMENT, AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.

**LEGEND**

BRIEFLY TRAIL	
ASPHALT PAVEMENT	
STRUCTURE NUMBER	
RIM/GRADE EL.	
INVERT EL. AND DIRECTION	
DRAINAGE PIPE	
EXISTING DRAINAGE PIPE	
FINISHED GROUND ELEVATION	
EXISTING GROUND ELEVATION	
FLOW DIRECTION	
PROPOSED CATCH BASIN	
PROPOSED MANHOLE	
TRAFFIC CONTROL SIGN	
PVC WATER MAIN	
DIP WATER MAIN	
WATER SERVICE	
EXISTING WATER MAIN	
PROPOSED FIRE HYDRANT ASSEMBLY	
PROPOSED GATE VALVE	
PROPERTY LINE	

**PAVEMENT MARKING LEGEND**

- LETTER DESIGNATIONS USED IN THE PLANS INDICATE THE TYPE OF STRIPE TO BE PLACED ARE:
- S = 12" SOLID WHITE      Y = 18" SOLID YELLOW  
 D = 24" SOLID WHITE      D = 6" SOLID YELLOW  
 D = 6" DOUBLE YELLOW  
 B = BLUE RPM AT ALL F.H.

**SIGN LEGEND**

- ALL SIGNS TO BE HI (HIGH INTENSITY)
- DESIGNATIONS USED IN THE PLANS TO INDICATE THE TYPE OF SIGN TO BE INSTALLED ARE:

 ① W17-1 "SPEED HUMP" SIGN	 ② W13-1 "15 MPH" SIGN	 ③ CUSTOM "SPEED HUMP AHEAD" SIGN
 ④ W11-7 "HORSE CROSSING" SIGN	 ⑤ W16-9P "AHEAD" SIGN	 ⑥ R1-1 "STOP" SIGN
 ⑦ R1-3 "4-WAY" SIGN		

**ABBREVIATIONS**

ADA	AMERICANS WITH DISABILITIES ACT	KEYPAD
ARV	AIR RELEASE VALVE	BENCH-MARK
BL	BASELINE	CABLE TELEVISION BOX
BP	BOTTOM OF PIPE ELEVATION	CATCH BASIN
BO	BEGINNING POINT	CLEANOUT
D	DIP	CONCRETE POWER POLE
OMP	CORRUGATED METAL PIPE	CURB INLET
DP	STORM SEWER DRAINAGE	ELECTRIC BOX
EG	DUCTILE IRON PIPE	FIRE HYDRANT
EL	EXISTING GROUND	GUY WIRE ANCHOR
ELEVATION	EXISTING	IRRIGATION VALVE
END POINT, EDGE OF PAVEMENT	EXISTING	LIGHT POLE
EXISTING	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	MANHOLE
EX	FLORIDA DEPARTMENT OF TRANSPORTATION	MAILBOX
FDEP	FLORIDA EAST COAST RAILWAY	POWER POLE
FEC	FINISHED GRADE	STORM MANHOLE
FS	SANITARY SEWER FORCE MAIN	STREET SIGN
GV	GATE VALVE	TELEPHONE POLE
HOPE	HIGH DENSITY POLYETHYLENE	WATER METER
HOR	HORIZONTAL	WATER VALVE
HP	HIGH POINT	WELL
INV	INVERT	WOOD POWER POLE
LP	LOW POINT	SET 5/8" IRON ROD WITH PLASTIC CAP "LB97055"
LWD	LAKE WORTH DRAINAGE DISTRICT	CHAIN LINK FENCE
MAX	MAXIMUM	WOOD FENCE
MH	MANHOLE	END NAIL & DISC
MIN	MINIMUM	TREE
MOT	MAINTENANCE OF TRAFFIC	TELEPHONE BOX
OS	OFFSET	
PT	POINT OF INTERSECTION	
PVC	POLYVINYL CHLORIDE	
R	RADIUS	
RCP	REINFORCED CONCRETE PIPE	
RJ	RESTRAINED JOINTS	
S	SANITARY SEWER GRAVITY MAIN	
SAN	SOUTH FLORIDA WATER MANAGEMENT DISTRICT	
SFMD	STATION	
STA	TOP OF PIPE ELEVATION	
TOP	TYPICAL	
TYP	UNDERGROUND UTILITY	
UG	USUAL CONDITION TEST	
UCT	VERTICAL	
VER	POTABLE WATER MAIN	
W	METERED END SECTION	
MES		



DATE	DRAWN BY
FEB 2015	GAT
DESIGNED BY	CHECKED BY
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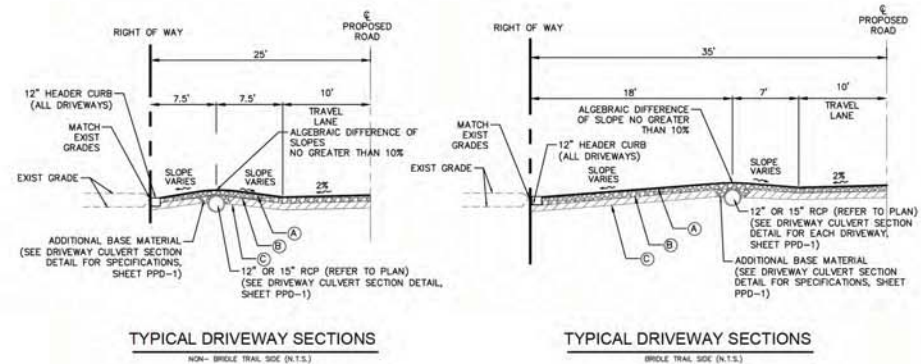
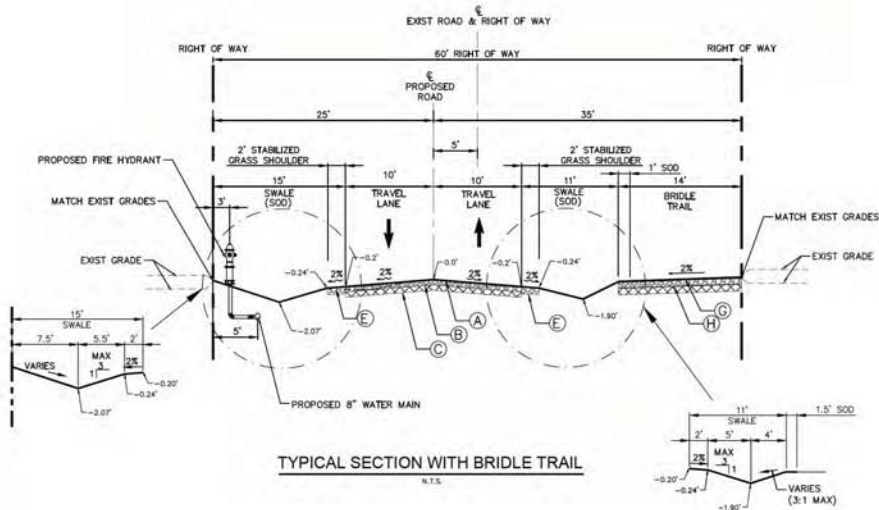
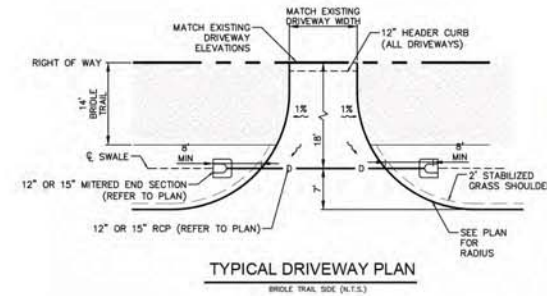
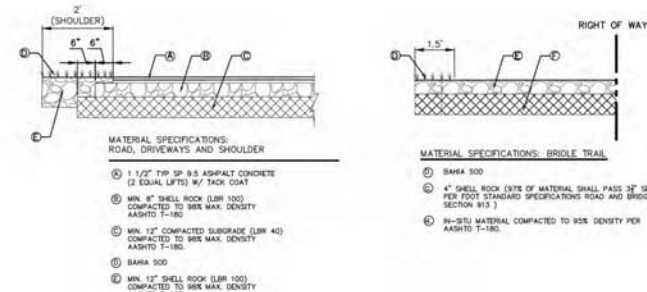
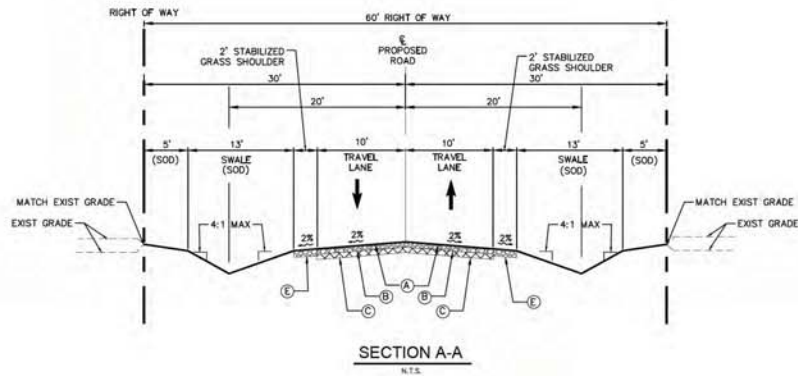


**SADDLE TRAIL PARK SOUTH**  
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PROJECT NUMBER
1525.00
SHEET NUMBER
GN-2





DATE: FEB 2015  
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CHECKED BY: B. Labadie

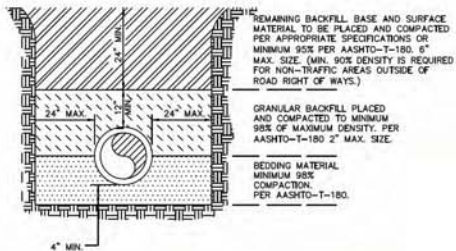
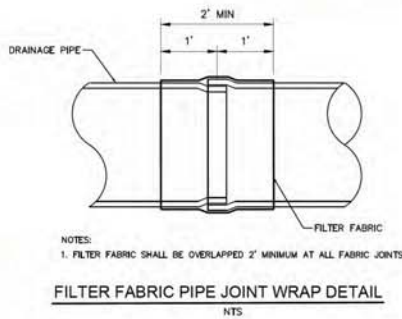
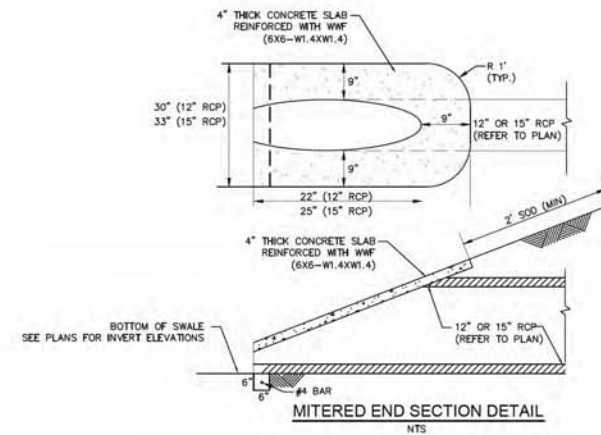
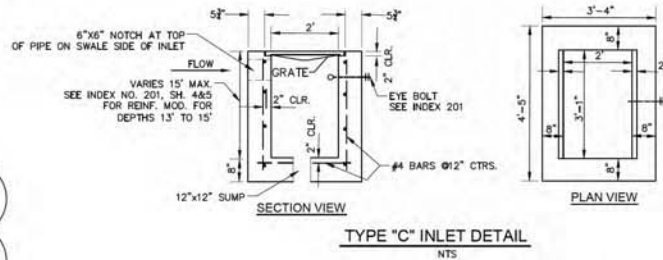
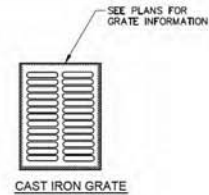
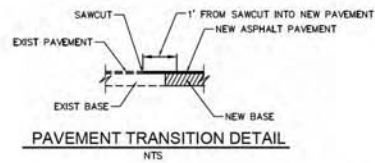
REVISIONS

**WELLINGTON**  
Engineering Department  
12000 West Forest Hill Boulevard, Fort Lauderdale, Florida 33314

**SADDLE TRAIL PARK SOUTH**  
WELLINGTON, FLORIDA  
PAVING AND DRAINAGE  
DETAILS

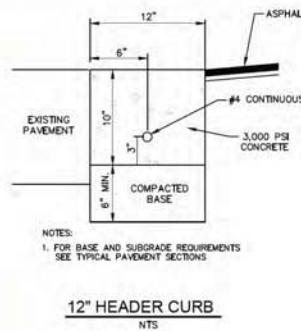
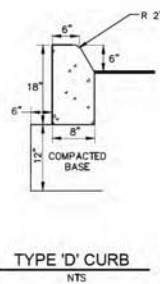
**WGI**  
Wantman Group, Inc.  
9033 Vista Parkway, Suite 100  
West Palm Beach, FL 33411  
Phone No. 561.987.2220  
Fax No. 561.987.1110  
Cen. No. 800.1 - L.B. No. 7005

PROJECT NUMBER  
1525.00  
SHEET NUMBER  
TYP-1

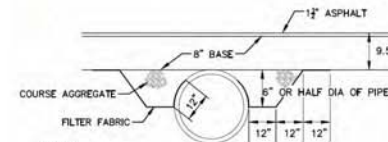


- NOTES:
1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LUMEROCK 8\"-8\" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
  2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE MAUNCHES.
  3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
  4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
  5. DENSITY TESTS ARE REQUIRED IN 1 FOOT LIFTS PER PIPE RUN ABOVE THE PIPE, OR AS DIRECTED BY THE INSPECTOR.
  6. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH STATE OF FLORIDA TRENCH SAFETY LAWS AND REGULATIONS.
  7. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.

TYPICAL TRENCH DETAIL  
NTS

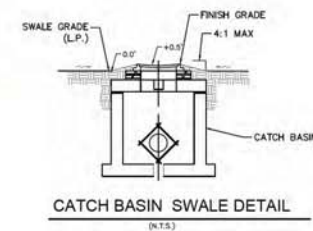


WATER MAIN / INLET SEPARATION DETAIL  
NTS



- NOTES:
1. COURSE AGGREGATE SHALL BE PLACED IN 6\" LIFTS AND COMPACTED SUFFICIENTLY AS TO BE FIRM AND UNYIELDING.
  2. COURSE AGGREGATE SHALL BE GRAVEL OR STONE MEETING THE REQUIREMENTS OF FOOT STANDARD SPECIFICATION 901-2 OR 901-3 OF STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
  3. COST OF FURNISHING AND INSTALLING COURSE AGGREGATE AND FILTER FABRIC ARE TO BE INCLUDED IN COST OF CURB.
  4. BASE - MIN. 6\" SHELLROCK (LBR-100) COMPACTED TO 98% MAX DENSITY AASHTO T-180
  5. 1 1/2\" TYPE SP 9.5 ASPHALT CONCRETE (2 EQUAL LIFTS W/ TACK COAT)

DRIVEWAY CULVERT SECTION  
NTS



DATE: FEB 2015  
DRAWN BY: DAT  
DESIGNED BY: CJM  
CHECKED BY: S. Labadie

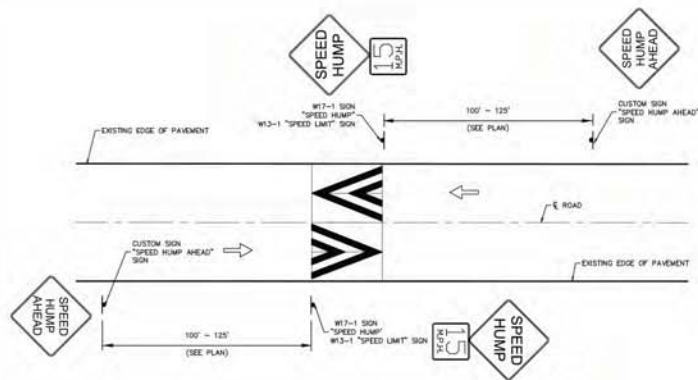
REVISIONS:



SADDLE TRAIL PARK SOUTH  
WELLINGTON, FLORIDA  
PAVING AND DRAINAGE  
DETAILS

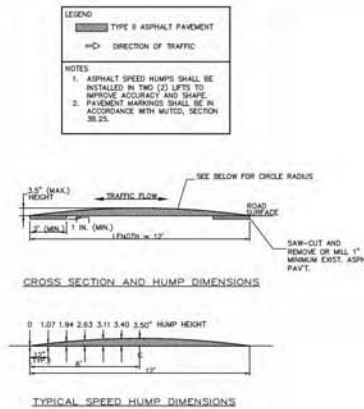


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1525.00  
SHEET NUMBER  
PDD-1



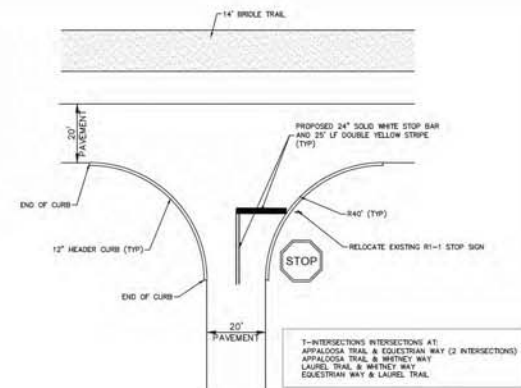
SPEED HUMP PAVEMENT MARKINGS

N.T.S.



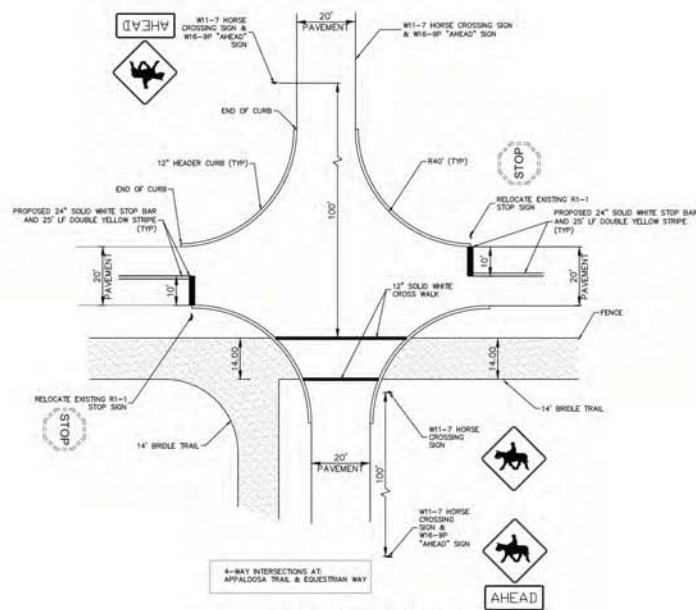
CROSS SECTION &amp; HUMP DIMENSIONS

N.T.S.

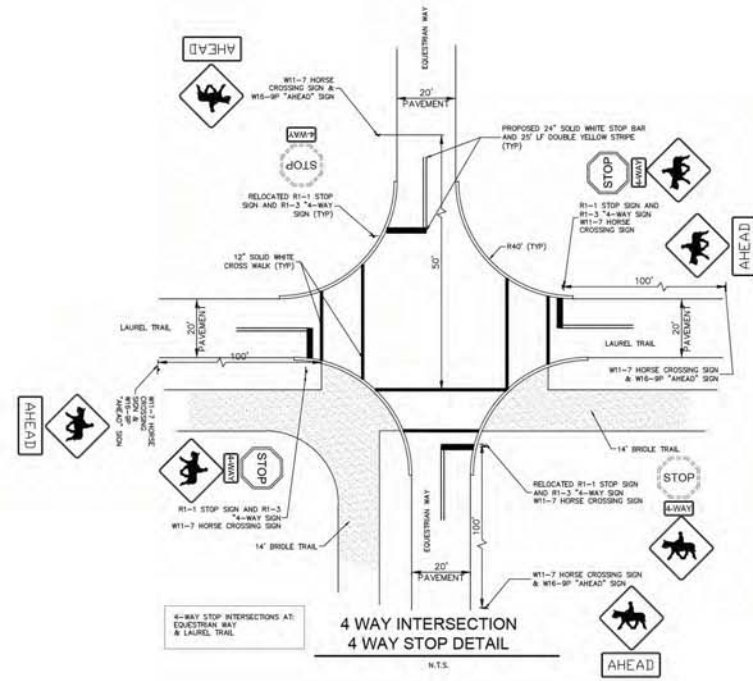


T-INTERSECTION DETAIL

N.T.S.

4 WAY INTERSECTION  
2 WAY STOP DETAIL

N.T.S.

4 WAY INTERSECTION  
4 WAY STOP DETAIL

N.T.S.



DATE: FEB 2015  
DESIGNED BY: CJM  
DRAWN BY: S. LAMM

REVISIONS

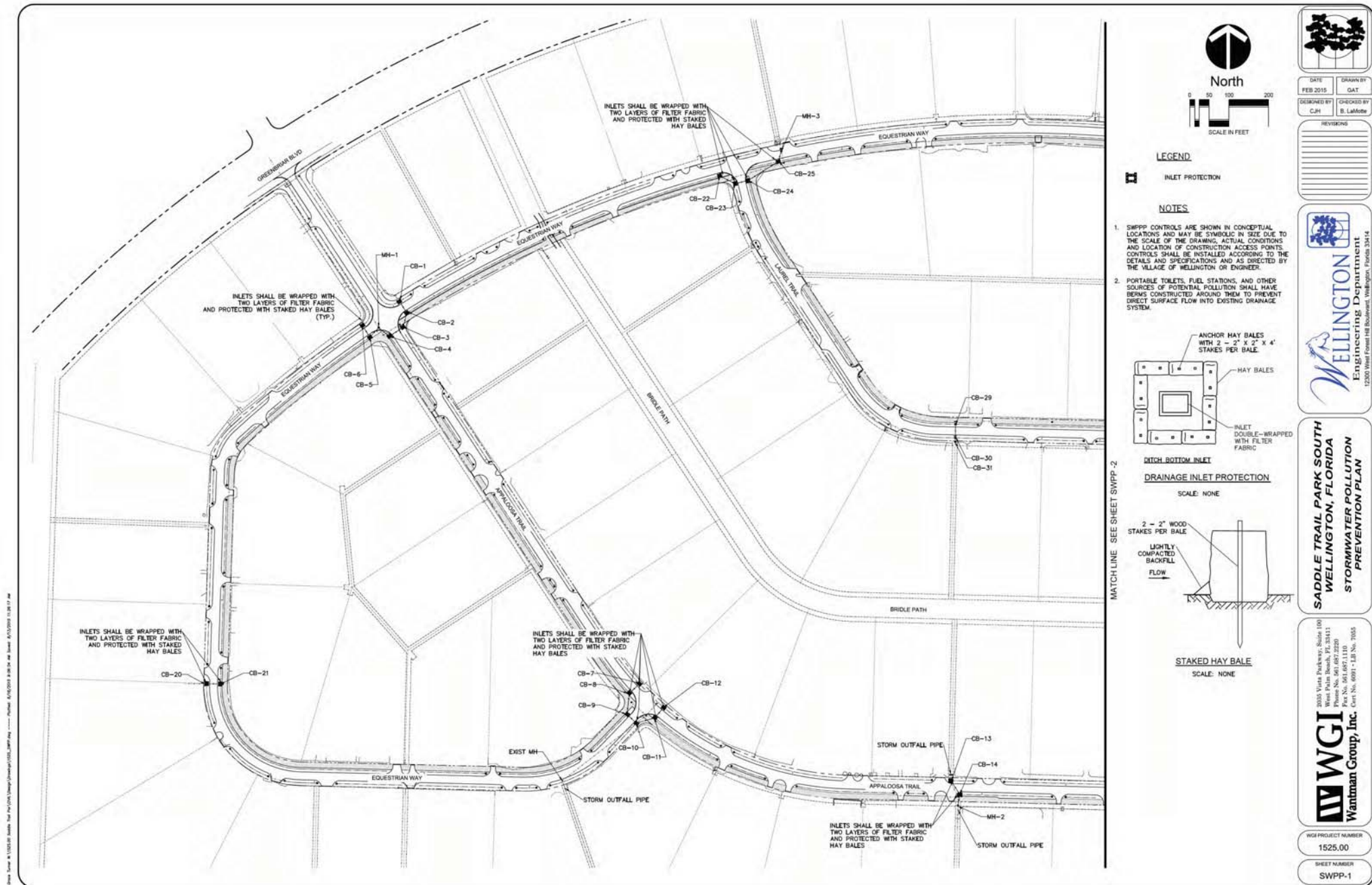
**WELLINGTON**  
Engineering Department  
1200 West Ford Road, Wellington, Florida 33414

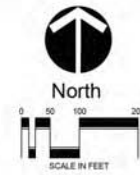
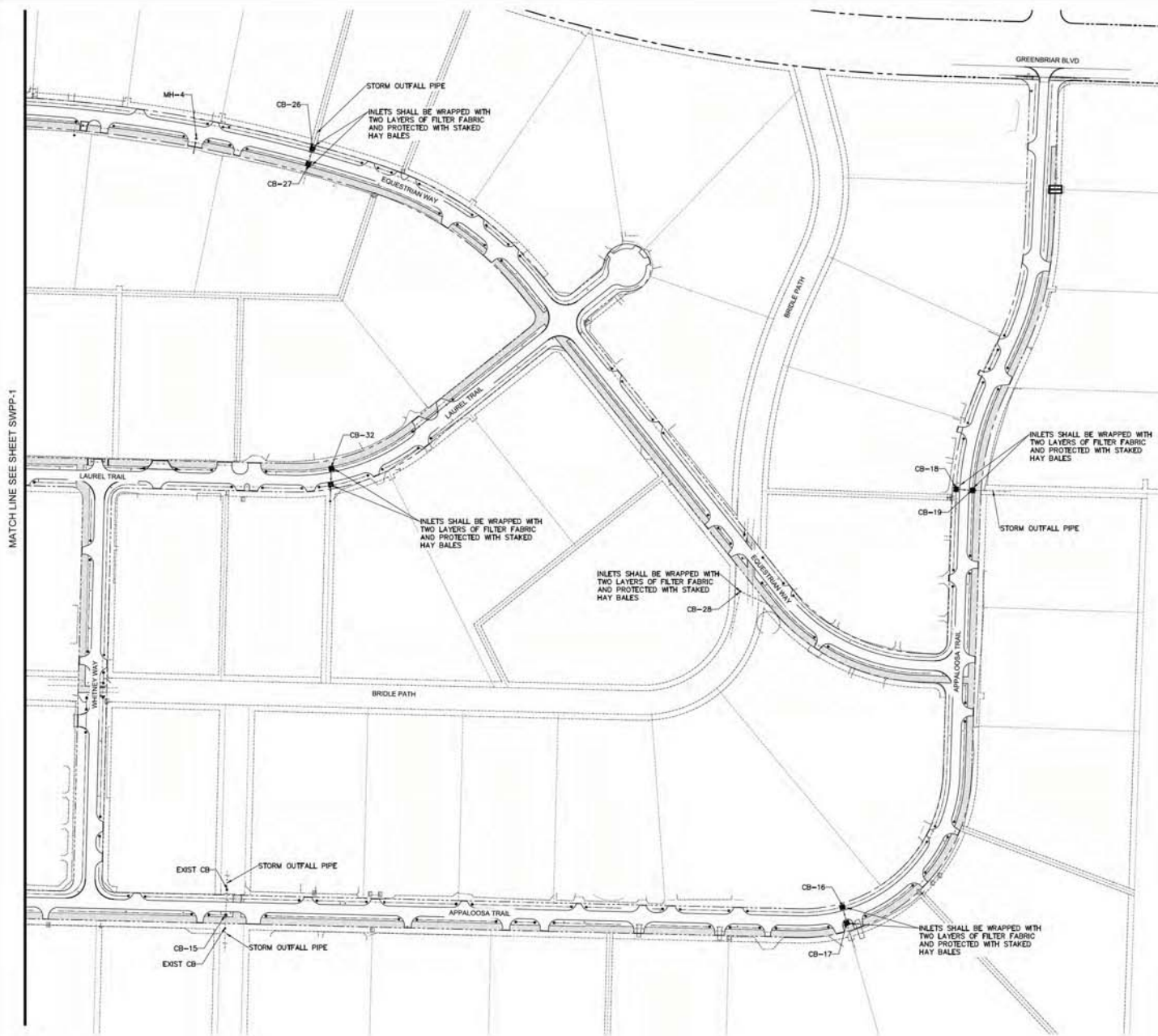
**SADDLE TRAIL PARK SOUTH**  
WELLINGTON, FLORIDA  
PAVING AND DRAINAGE  
DETAILS

**WGI**  
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Cen. No. 800.111.1110

PROJECT NUMBER: 1525.00  
SHEET NUMBER: PDD-2





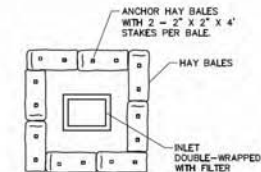


## LEGEND

INLET PROTECTION

## NOTES

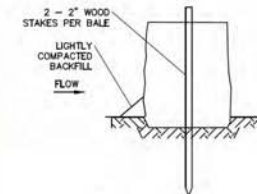
- SWPPP CONTROLS ARE SHOWN IN CONCEPTUAL LOCATIONS AND MAY BE SYMBOLIC IN SIZE DUE TO THE SCALE OF THE DRAWING. ACTUAL CONDITIONS AND LOCATION OF CONSTRUCTION ACCESS POINTS. CONTROLS SHALL BE INSTALLED ACCORDING TO THE DETAILS AND SPECIFICATIONS AND AS DIRECTED BY THE VILLAGE OF WELLINGTON OR ENGINEER.
- PORTABLE TOILETS, FUEL STATIONS, AND OTHER SOURCES OF POTENTIAL POLLUTION SHALL HAVE BERMS CONSTRUCTED AROUND THEM TO PREVENT DIRECT SURFACE FLOW INTO EXISTING DRAINAGE SYSTEM.



DITCH BOTTOM INLET

## DRAINAGE INLET PROTECTION

SCALE: NONE



STAKED HAY BALE

SCALE: NONE



DATE: FEB 2015  
DESIGNED BY: CAH  
DRAWN BY: S. Lallier

REVISIONS



**WELLINGTON**  
Engineering Department  
12300 West Forest Hill Boulevard, Wellington, Florida 33414

**SADDLE TRAIL PARK SOUTH**  
**WELLINGTON, FLORIDA**  
**STORMWATER POLLUTION**  
**PREVENTION PLAN**

**WGI**  
Wantman Group, Inc.  
3035 Vista Parkway, Suite 100  
Wellington, FL 33411  
Phone No. 888.687.2225  
Fax No. 888.687.1110  
Cert No. 6901 - E.B. No. 7555

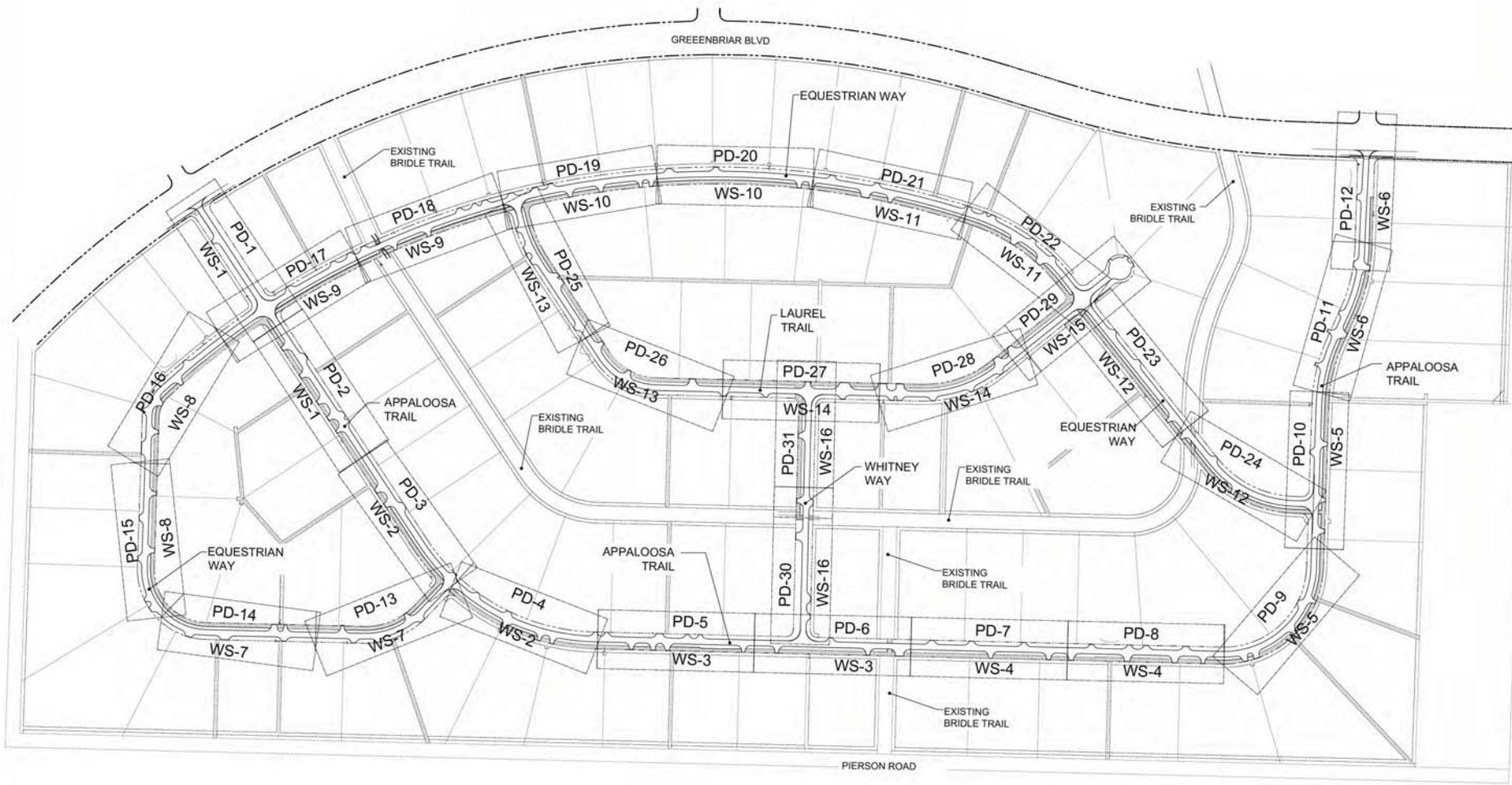
WGI PROJECT NUMBER

1525.00

SHEET NUMBER

SWPP-2





DATE FEB 2015	DRAWN BY GAT
DESIGNED BY CAH	CHECKED BY S. Lallone

REVISIONS



**SADDLE TRAIL PARK SOUTH**  
WELLINGTON, FLORIDA  
**KEY SHEET**

**WGI**  
Wantman Group, Inc.  
3035 Vista Parkway, Suite 100  
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Phone No. 561.867.2255  
Fax No. 561.867.1180  
Cert No. 6981 - L.B. No. 7505

WGI PROJECT NUMBER  
1525.00  
SHEET NUMBER  
KEY-1

***PRELIMINARY***  
**SPECIAL ASSESSMENT METHODOLOGY REPORT**

**PREPARED FOR**  
  
**SADDLE TRAIL PARK – (SOUTH) NEIGHBORHOOD  
IMPROVEMENT PROJECT**  
  
**VILLAGE OF WELLINGTON, FLORIDA**

**SEPTEMBER 1, 2015**

**PREPARED BY: VILLAGE OF WELLINGTON ENGINEERING**

## **PRELIMINARY SPECIAL ASSESSMENT METHODOLOGY REPORT**

### **Section 1 Introduction**

### **Section 2 Improvements**

### **Section 3 Definitions**

### **Section 4 Identification of Required and Benefitted Lands**

### **Section 5 Determination of Benefits and Damages**

### **Section 6 Allocation of Benefits and Costs and Assessments**

### **Section 7 Funding of Improvements**

### **Section 8 Financing Structure**

### **Section 9 Collection and Administration of Special Assessment**

### **EXHIBITS:**

EXHIBIT "A" Location Map

EXHIBIT "B" Map of Properties within Saddle Trail Park – South  
Neighborhood to be Assessed

EXHIBIT "C" Preliminary Assessment Roll

EXHIBIT "D" Wellington Water Rate Schedule

### **TABLES:**

TABLE "A" Construction Cost Estimate

TABLE "B" Financing Cost Estimate

TABLE "C" Administration Costs

TABLE "D" Estimated Calculation of Total Annual Assessment

TABLE "E" Summary of Benefits and Costs



## **SECTION 1- INTRODUCTION**

The purpose of this Special Assessment Methodology Report is to comply with Ch. 170, Florida Statutes statutory procedures and Chapter 3 of the Village of Wellington's Code of Ordinances and to assist the Village of Wellington with the Assessment of Benefits and Costs for the Saddle Trail Park – (South) Neighborhood Improvement Project. The Saddle Trail Improvement Project (South) Neighborhood is located within the Village of Wellington corporate boundaries (Exhibit "A")

At the request of a super majority of the owners of the real property within the hereinafter described as Saddle Trail Park – (South) Neighborhood, the Village of Wellington approved commencement of the design and implementation of improvements to the Saddle Trail Park – South neighborhood, including the determination of benefits and the levying of special assessments against the benefitted property owners within this residential neighborhood.

The Village of Wellington is entitled to use Chapter 170, Florida Statutes and this Methodology Report is intended to address and satisfy the requirements of such a report as set forth in Chapter 170 and Chapter 3 of the Village of Wellington's Code of Ordinances. Pursuant thereto, the Village Council may provide for and order the construction of certain infrastructure improvements within its municipal boundaries. The Saddle Trail Park - (South) Neighborhood Improvement Project as outlined in this Preliminary Special Assessment Methodology Report includes roadway, drainage, bridle trail, landscaping, and drainage improvements, including the necessary appurtenances and amenities as determined by the governing authority of the Village of Wellington.

In addition, the Village of Wellington may, as authorized in Chapter 170, Florida Statutes, and Chapter 3 of the Village of Wellington's Code of Ordinances, provide for payment of all or any part of the costs of such improvements by levying and collecting special assessments on the abutting, adjoining, contiguous or specially benefitted property.

The findings in this Preliminary Special Assessment Methodology Report are based on opinions, property owner information, financial projections, engineering plans and documentation prepared and supplied by Wantman Group, Inc., the Village of Wellington staff, consultants, Palm Beach County Tax Collector's, Property Appraiser's and Clerk of Court's Offices.

## **SECTION 2 - IMPROVEMENTS**

The Saddle Trail Park – (South) Neighborhood Improvement Project (the "Project") includes the paving of the existing twenty-foot wide shell rock roads; construction of drainage improvements including drainage structures and culverts; bridle trails; traffic calming; landscaping; grading of roadside swales and the installation of potable water distribution system piping and fire hydrants (the "Improvements"). A copy of the Project plans and specifications are on file in the Wellington Clerk's Office.

The total estimated cost to construct the Improvements is approximately \$5,438,790.44 (in present day dollars – August, 2015), including a fifteen percent (15%) contingency (see Table "A" for the cost summary) to account for unknown conditions. A copy of the Certified Construction Cost Estimate for the Project is available in the Wellington Clerk's Office. Various components of the Improvements include, but are not limited to, feasibility studies, planning, design, permitting, constructing and administration of the construction and commissioning. This total cost includes all materials, labor, tools, equipment and services required to complete the Improvements. Specific items may include, but are not limited to, general construction contract conditions (such as overhead and profit, construction bonds and insurance, traffic control, erosion control and dewatering), technical services (such as material testing), permit fees, surveying, engineering and legal services, labor, materials, tools, equipment and contingencies.

Cost information used to estimate the construction cost of the Improvements includes recent Village of Wellington and similar project bids, private development projects and data published by the Florida Department of Transportation (FDOT). Wellington's Engineering Standards and FDOT standards were used as the basis for construction materials and techniques.

### **SECTION 3 – DEFINITIONS**

Except as hereinafter set forth, the meaning of the following terms and phrases shall be:

Saddle Trail Park – South (STPS) Neighborhood shall mean the lands as shown in Exhibit "B", and shall include all lands within the boundaries shown.

"Assessable Real Property" shall mean that real property located within the STPS lands which will receive benefits from the Improvements and may be subject to the levy of non-ad valorem assessments by the Village of Wellington pursuant to this Preliminary Special Assessment Methodology Report.

"Exempt Acres" shall mean that real property located within the STPS lands which will not be subject to the levy of non-ad valorem assessments by Village of Wellington, including, but not limited to: (i) real property owned by the Village of Wellington and/or the ACME Improvement District; and (ii) publicly owned roads, bridle paths and canal rights-of-way.

### **SECTION 4 – IDENTIFICATION OF REQUIRED AND BENEFITTED LANDS**

As part of the process of providing improvements, assessing benefits and levying and collecting assessments against benefitted properties under the authority of Chapter 170 of the Florida Statutes and Chapter 3 of the Code of Ordinances, a preliminary assessment roll is required. Section 170.01(2), Florida Statutes, states that special assessments may be levied for the purposes enumerated in said Section and shall be levied only on benefitted real property at a rate based on the special benefit accruing to such property from such improvements when the improvements funded by the special assessment provide a benefit which is different in type or degree from the benefits provided to the community as a whole.

The Assessable Real Property that will benefit by the proposed Improvements are those residential properties listed in Table "E" depicted as lots in Blocks 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86 of the Plat of Saddle Trail Park of Wellington as recorded in Plat Book 41, pages 103, 104 & 105 inclusive, of the Official Records of Palm Beach County, Florida and the Plat of Saddle Trail Park of Wellington Replat No. 1 as recorded in Plat Book 108, pages 118 -119, of the Official Records of Palm Beach County, Florida, which are shown in attached Exhibit "B".

A comprehensive review of the Project was conducted to determine if any additional land was required. Information used for this evaluation included records from the Acme Improvement District, Village of Wellington and the Palm Beach County Tax Appraiser, Tax Collector and Clerk of Court Offices. Based upon the evaluation, no additional lands, rights-of-way or easements are required. All of the Improvements are located within the above described Plats and on public lands and easements currently under the control of the Village of Wellington. No additional lands are required.

### **SECTION 5 – DETERMINATION OF BENEFITS AND DAMAGES**

#### **Benefits**

The Improvements will specifically benefit the Assessable Real Property, and each property owner thereof, within the STPS Neighborhood by providing improved health and safety, increased property values, improved aesthetics and lower insurance and maintenance costs. The benefits include: 1)

Improved roadway access to each parcel of Assessable Real Property which will enable property owners, invitees and others to access their properties without having to encounter washed-out, dusty or muddy road conditions and non-uniform and rough driving surfaces – thus reducing vehicle maintenance costs and improving safety; 2) Reduced property maintenance costs attributable to the elimination of road dust; 3) Improved public health attributable to the elimination of road dust; 4) Public Water distribution piping will provide each parcel of Assessable Real Property with a safe, reliable and consistent potable drinking water and improved fire safety protection; 5) Reconstructed roadway drainage system improvements will restore drainage function in the Project and; 6) The construction of a bridle path along the roadways will separate equestrian riders from vehicular traffic and give each property owner, via the proposed bridle paths, access to the existing 50-foot wide bridle paths located throughout the Project thereby providing a safe pathway along the roadways. For these reasons it is determined that all Assessable Real Property will derive a benefit from the proposed improvements.

The benefits are no less than **\$11,866,423.61** or **\$51,834.74/acre** which was determined based on the following:

### **Benefit Description**

#### **Lower Vehicle & Residential Maintenance**

The average savings (benefit), due to lower vehicle and property maintenance costs, per lot within the STPS Neighborhood is approximately **\$600.00/year**. There are **103** platted lots in the assessment area, according to the plats recorded in the public record, and each lot is entitled to one residence and one stable. Assuming the life cycle of the roads **equals** the duration of the special assessment of **20** years and a **1.5%** annual increase in maintenance costs, the total value (benefit) is approximately **\$19,767.09** per improved lot. Multiplying this figure by the number of lots equals a total benefit of **\$2,036,010.48** or **\$8,893.67/acre**.

#### **Increased Property Values (Land Value Only)**

The benefit to the property values within the STPS Neighborhood due to the construction of the roads, water main and drainage system is realized in increased land values. The current total land value of all properties in the assessment area, as published by the Palm Beach County Tax Appraiser's Office on 8/31/15, is approximately \$155,273,077. The estimated increase in land values once the improvements are complete is 5% or \$7,763,653.85. Assuming the life cycle of the improvements equals the duration of the special assessment period of **20** years and a **1.25%** annual increase in land values, the total increase in land values over the 20 year period is **\$9,830,413.13** or **\$42,941.07/acre**.

#### **Total Benefit/Acre:**

**(\$8,893.67 + \$42,941.07) = \$51,834.74/acre**

**Damages**

No damages were identified for the proposed Improvements.

**SECTION 6 – ALLOCATION OF BENEFITS AND COSTS AND ASSESSMENTS**

In developing the methodology to be used for the levy of special assessment upon the Assessable Real Property, two interrelated factors were used:

- A. Allocation of Benefit: Each parcel of Assessable Real Property in the STPS Neighborhood benefits from the proposed improvements.
- B. Cost/Benefit: The cost of the Improvements imposed on each such parcel of land cannot exceed the value of the determined benefits provided to said parcel.

**Allocation of Benefits**

An evaluation was conducted to determine the amount of benefits to properties located within the STPS. The evaluation is divided into two components: 1) Benefit Distribution and 2) Amount of Benefits.

For the purpose of this Special Assessment Methodology Report, the total Assessable Real Property is approximately 228.9280 acres. This report finds that all 228.9280 acres of Assessable Real Property will be specifically benefitted by the Improvements.

For the purpose of this Special Assessment Methodology Report, it is determined that the Assessable Real Property and its owners benefit from the Improvements. Further, it is determined that the benefit should be allocated on a per acre basis. Larger lots contain more square footage (acreage) and can accommodate larger homes, stables and other approved structures and uses. Larger facilities and uses correlate to greater use of the Improvements, such as demand for water, more vehicular trips on the roadways, more storm water runoff, more bridle trail usage – therefore, deriving a greater benefit. Further, larger properties stand to increase more in total value since larger properties simply contain more land. For these reasons, the benefit realized from these Improvements is commensurate with the square footage (acreage) of each benefitted parcel of Assessable Real Property as shown in Table “E”. As such, the allocation of benefits will be calculated and allocated on an acreage basis.

**Determination and Allocation of Costs and Assessments**

It is important to differentiate between the cost that is compared to the derived benefit (to determine if the derived benefit exceeds the cost) and the cost which ultimately must be assessed and paid. For purposes of this Methodology Report, and in compliance with Chapter 170 requirements, the cost to be compared to the derived benefit is the cost to construct the Improvements. It does not include the costs associated with financing the Improvements, administration of the assessment or miscellaneous water connection charges.

The estimated construction cost of the Improvements is \$5,438,790.44 (Table “A”) or \$23,757.65 per acre. This amount is significantly less than the total benefits derived (\$51,834.74 per acre) from the improvements. Therefore, each property receives benefits in excess of the cost therefore satisfying the benefit versus cost test.

If property owners elect to finance the Improvements, the total cost which ultimately must be paid includes the principal cost (\$5,438,790.44) plus the sum of all financing and administration costs plus water service initiation fees and private connection costs (plumbing costs). Financing costs include financing charges, debt service reserves, interest (capitalized and non-capitalized) and all other expenses necessary or incident to determining the feasibility of such financing, administrative and collection expenses and those necessary or herein incident to authorize the financing.

Assuming a principal amount of \$5,438,790.44, an interest (coupon) rate between 3.5% and 4.5%, a twenty (20) year term and 6 months of capitalized interest, the par amount for the bond issuance is expected to range between \$5,785,000 and \$5,820,000 (Table "D"). Administration costs associated with collecting and administering the bonds and assessment is expected to range between \$347,100 and \$349,200. Adding the par amount to the administration costs, the assessment amount is expected range from \$6,132,100 and \$6,169,200 (Tables "D" and "E") or \$26,786.15 to \$26,948.21 per acre, respectively. Interest over the 20 year period is expected to range from \$2,473,785 to \$3,282,525. Total principal, finance, interest and administration costs are estimated to range from \$8,605,885 to \$9,451,725.

In addition to principal, financing and administration costs, and separate from these costs, property owners also will be required to pay water service initiation fees (capacity, meter, inspection, deposit, etc.) and private connection costs (cost to install necessary plumbing from the public water meter to the various residences and stables) in order to receive public water service. These costs vary based on the size and type of water meter required. A copy of Wellington's current Water Rate Schedule is attached as Exhibit "D" for informational purposes only.

Since derived benefits are allocated on an acreage basis, the allocation of costs was determined using the same rationale. Larger properties receive greater benefits and therefore will pay more. The total cost allocated to each property is summarized in Table "E". This cost also represents the total assessment amount for each property.

In sum, the derived benefits exceed the estimated costs. Given the land uses within the Project and the Improvements to be funded by the special assessments, this "per acre" method results is a fair allocation of benefits and services and is an equitable allocation of special assessments to construct the Improvements and repay the debt incurred for the same. For the purpose of this Preliminary Special Assessment Methodology Report, it is expressly understood that the annual assessment per acre is reflected in Exhibit "C" (Preliminary Assessment Roll), and may not be exceeded.

A summary of benefit, cost and assessment allocations for each lot is provided in Table "E".

## **SECTION 7 - FUNDING OF IMPROVEMENTS**

To fund the Project, the Village of Wellington may impose non-ad valorem assessments on the Assessable Real Property. These assessments are based on the special benefits accruing to such property from the Improvements. The use of non-ad valorem special assessments is recommended since the Assessable Real Property will receive special benefits from the Improvements. The Improvements, which will be funded through these special assessments, include only facilities which may be undertaken by the Village of Wellington under its enabling legislation, Chapter 3 of the Village of Wellington Code of Ordinances and Chapter 170, of the Florida Statutes. In summary, these special assessments may be levied and assessed as follows.

1. For facilities which provide special benefits to property as distinct from general benefits
2. Against properties which receive that special benefit

3. In proportion to the benefits received by the properties
4. According to methods that the Village of Wellington Council. determines

The assessments placed upon the Assessable Real Property in the STPS Neighborhood must be sufficient to cover all costs necessary to complete the Project including the cost to construct the Improvements and to finance the Improvements through debt service for the bonds or note that are expected to be issued for financing the Project.

## **SECTION 8 - FINANCING STRUCTURE**

The Improvements may be financed through such prepayment options as the Village of Wellington Council authorizes and the use of debt, which will be payable from, and secured by non-ad valorem special assessments levied annually upon all Assessable Real Properties in the STPS. Based on current market conditions and forecasts, the principal amount of debt (total aggregate par amount of bonds) for the Project is estimated to be in the range of \$5,785,000 and \$5,820,000.00, depending on the interest (coupon) rate. This amount includes the estimated cost of construction plus the cost of issuance and capitalized interest as shown in Table “B”. As an alternative to bonds, Wellington also could finance the Improvements using a bank loan. Under each financing scenario, the net proceeds will provide at least \$5,438,790.44 for construction.

## **SECTION 9 - COLLECTION AND ADMINISTRATION OF SPECIAL ASSESSMENTS**

If special assessments are levied, it is recommended that they be collected based on the uniform method for the levy, collection and enforcement of special assessments under Chapter 197, Florida Statutes or under the procedures set forth in Chapters 170 and 173, Florida Statutes. Assessments will be levied upon those properties designated as “benefitted properties” in Exhibit “B” that do not totally prepay their allocable share of the total estimated cost of the Improvements.

Note: There are no exempt or non-assessable properties other than those public properties under the control of the Village of Wellington.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, Florida Statutes or by other methods allowed by Florida law), these costs must be included in the special assessment levy. These costs generally include a 1% fee for the County Property Appraiser and a 1% collection fee for the County Tax Collector, along with a 4% discount for early payment of taxes (Table “C”). The estimated amount is expected not to exceed \$349,200 based upon currently known conditions (Table “D”).

Once constructed, the Improvements included within the Project will thereafter be operated and maintained by the Village of Wellington.

*Respectfully Submitted by:*

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*William J. Riebe, PE  
Village Engineer  
Florida P.E. License Number: 49597*

**TABLE “A”**  
**CONSTRUCTION COST ESTIMATE**

a. Roadways, Drainage & Bridle Trail	\$ 2,705,863.38
b. Water Distribution System	\$ 1,154,498.70
Subtotal (a and b)	<u>\$ 3,860,362.08</u>
c. Contingency (15%) – (Roadway, Drainage, Bridal Trail and Water Distribution Systems)	\$ 579,054.31
d. Mobilization, NPDES, MOT & General Conditions	\$ 420,319.74
e. Engineering, Surveying & Testing Services	<u>\$ 579,054.31</u>
<b>Estimated Cost of Construction</b>	<b><u>\$ 5,438,790.44</u></b>

Note: Construction costs do not include plumbing costs on private property to connect from the meter to the structures (home, barn, etc.) Costs also do not include water connection charges (meter and capacity fees).

**TABLE “B”**  
**FINANCING COST ESTIMATE**

	<u><b>COUPON RATE</b></u>	
	<u><b>3.5%</b></u>	<u><b>4.5%</b></u>
Issue Amount	\$5,785,000.00	\$ 5,820,000.00
<u><b>Bond Costs (Assumptions)</b></u>		
Interest on Construction Fund Cash Balance	\$ -	\$ -
Less Cost of Issuance & Underwriter Discount	(\$ 225,000.00)	(\$ 225,000.00)
Less Capitalized Interest	(\$ 118,110.10)	(\$ 152,775.00)
*Less Debt Service Reserve	(\$ 0.00)	(\$ 0.00)
Subtotal Costs, Reserves, Capitalized Interest	<u>(\$ 343,110.10)</u>	<u>(\$ 377,775.00)</u>
Total Construction Fund Proceeds:	\$ 5,441,889.90	\$ 5,442,225.00
Net Interest Rate	3.5%	4.5%
Average Coupon Rate	3.5%	4.5%
Cost of Issuance (percent)	4.14%	4.14%
Capitalized Interest Period (months)	6 months	6 months
Capitalized Interest until (date)	11/01/2016	11/01/2016
Bond Term (years)	20 years	20 years
Approximate Date of Issuance (date)	04/01/2016	04/01/2016
Total Estimated Interest	\$2,473,785.42	\$3,282,525.00

*\*Debt Reserve Fund to be funded by the Village of Wellington, separate from the bond proceeds.*

**TABLE “C”**



**ADMINISTRATION COSTS AND CONNECTION FEES****Administration**

	<u>3.5%</u>	<u>4.5%</u>
Issue (Par) Amount	\$5,785,000.00	\$5,820,000.00
Palm Beach County Property Appraiser Fee (1%)	\$ 57,850.00	\$ 58,200.00
Palm Beach County Tax Collector Fee (1%)	\$ 57,850.00	\$ 58,200.00
Early Annual Assessment Payment Discount (4%)	<u>\$ 231,400.00</u>	<u>\$ 232,800.00</u>
Total:	\$ 347,100.00	\$ 349,200.00

**Water Connection Fees**

Water connection fees includes water service initiation fees and private connection costs. Water initiation fees include capacity fees, meter fees, inspections and deposit. These costs vary depending on the size of the meter required for each property. A copy of Wellington's Utility Rates are provided as Exhibit D.

Private connection costs are the costs each property owner must pay to install plumbing from the water meter to the private point of service (residence, stable, etc.). These costs vary based on the size of the service piping and the distance (and conflicts) between the meter and point of service.

*NOTE: Water Capacity Fees, Meter Charges and Private Connection Costs are not included in the Special Assessment and are not included in the Estimated Cost of the Improvements (Table "A"). Service Initiation Fees (Water Capacity Fees and Meter Charges) are the responsibility of each Property Owner and either can be a one - time expense or can be paid as part of the monthly water bill over a term and rate determined by Wellington. Private Connection costs (cost to install plumbing from the water meter to the private point of service) are the sole responsibility of each property owner.*

**TABLE "D"**

**ESTIMATED CALCULATION OF TOTAL ANNUAL ASSESSMENT RANGE**

	<b><u>3.5%</u></b>	<b><u>4.5%</u></b>
Total Estimated Construction Cost (Table “A”)	\$ 5,438,790.44	\$ 5,438,790.44
Total Estimated Finance Cost (Bond Issuance, Cap. Int.)	\$ 343,110.10	\$ 377,775.00
Additional Proceeds	<u>\$ 3,099.46</u>	<u>\$ 3,434.56</u>
<b>Total (Par) Amount of Bond Issuance</b>	<b>\$ 5,785,000.00</b>	<b>\$ 5,820,000.00</b>
Total Estimated Administration Cost (Table “C”)	<u>\$ 347,100.00</u>	<u>\$ 349,200.00</u>
<b>Total Assessment Amount</b>	<b>\$ 6,132,100.00</b>	<b>\$ 6,169,200.00</b>
Total Estimated Interest Cost (Table “B”)	<u>\$ 2,473,785.42</u>	<u>\$ 3,282,525.00</u>
<b>Total Estimated Cost to Be Assessed</b>	<b>\$ 8,605,885.42</b>	<b>\$ 9,451,725.00</b>
Total Estimated Annual Adjusted Debt Service (20 yr. Period)	\$ 430,294.27	\$ 472,586.25
Total Estimated Annual Assessment (per acre – Table “E”)	\$ 1,879.61	\$ 2,064.34

*At the time of this report, it is anticipated that bond interest (coupon) rates could range between 3.5% and 4.5% between now and the time the bonds are issued. The 4.5% rate will be used to set the total maximum assessment for each property. Total Assessment amount to be levied to each benefited property on a “per acre” basis. Assessments are to be collected annually for a 20 year period. The estimated assessment for each property is tabulated in Table “E” along with an estimate of annual assessment amounts.*

**Table E - Benefit and Assessment (Cost) Allocation Summary**  
**Saddle Trail Park - (South) Neighborhood Improvement Project**  
**Village of Wellington, Florida**  
**(Revised 9-1-15)**

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
1	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	2.0100	0.878%	\$ 104,187.83	\$ 47,752.87	\$ 54,165.90
2	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	1.9580	0.855%	\$ 101,492.42	\$ 46,517.47	\$ 52,764.59
1	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9780	0.864%	\$ 102,529.12	\$ 46,992.62	\$ 53,303.56
2	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
3	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.3890	1.044%	\$ 123,833.19	\$ 56,757.01	\$ 64,379.27
4	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.0730	0.906%	\$ 107,453.42	\$ 49,249.60	\$ 55,863.64
5	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14695 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
6	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14721 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
7	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14749 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	2.7220	1.189%	\$ 141,094.16	\$ 64,668.31	\$ 73,353.03
8	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	3.5040	1.531%	\$ 181,628.93	\$ 83,246.79	\$ 94,426.53
9	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.9980	0.873%	\$ 103,565.81	\$ 47,467.78	\$ 53,842.53
10	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.8080	0.790%	\$ 93,717.22	\$ 42,953.83	\$ 48,722.37
11	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.8080	0.790%	\$ 93,717.22	\$ 42,953.83	\$ 48,722.37
12	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.9890	0.869%	\$ 103,099.30	\$ 47,253.96	\$ 53,599.99
13	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14911 EQUESTRIAN WAY	SPENCER ELIZABETH H & RACHELE	2.2550	0.985%	\$ 116,887.35	\$ 53,573.49	\$ 60,768.22
14	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	2.0860	0.911%	\$ 108,127.27	\$ 49,558.45	\$ 56,213.97
15	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	1.9760	0.863%	\$ 102,425.45	\$ 46,945.11	\$ 53,249.67
16	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2344 APPALOOSA TRL	HEATON MARILYN B TRUST & HEATON ROBERT C TRUST&	1.9280	0.842%	\$ 99,937.38	\$ 45,804.74	\$ 51,956.15
17	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2364 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 99,937.38	\$ 45,804.74	\$ 51,956.15
18	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 99,937.38	\$ 45,804.74	\$ 51,956.15
19	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.0890	0.913%	\$ 108,282.78	\$ 49,629.72	\$ 56,294.81
1	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2232 APPALOOSA TRL	MATURO ANTHONY & THERESA	2.2380	0.978%	\$ 116,006.15	\$ 53,169.61	\$ 60,310.09
2	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2248 APPALOOSA TRL	DAMMERMAN MARSHA F	1.7110	0.747%	\$ 88,689.25	\$ 40,649.33	\$ 46,108.39
3	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2264 APPALOOSA TRL	DAMMERMAN MARSHA F	1.9040	0.832%	\$ 98,693.34	\$ 45,234.56	\$ 51,309.39
4	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14884 EQUESTRIAN WAY	SOLEAU KELLY	2.6310	1.149%	\$ 136,377.20	\$ 62,506.37	\$ 70,900.74
5	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14858 EQUESTRIAN WAY	SHORT BUS TRUST NANCY TOROKVEI TR PEPALL WILLIAM E TR	1.7380	0.759%	\$ 90,088.78	\$ 41,290.79	\$ 46,835.99
6	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14838 EQUESTRIAN WAY	WESTHAVEN FARMS LP	1.8130	0.792%	\$ 93,976.39	\$ 43,072.62	\$ 48,857.11
7	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14750 EQUESTRIAN WAY	WESTHAVEN FARMS LP	2.3620	1.032%	\$ 122,433.65	\$ 56,115.56	\$ 63,651.67

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
8	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14678 EQUESTRIAN WAY	COX OLIVIA	1.9710	0.861%	\$ 102,166.28	\$ 46,826.32	\$ 53,114.92
1	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	2.2960	1.003%	\$ 119,012.56	\$ 54,547.55	\$ 61,873.09
2	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
3	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2345 APPALOOSA TRL	TAHANTO TRAIL 2009 REALTY TRUST & HURTER PATRICIA TR	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
4	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2329 APPALOOSA TRL	DEFILIPPO ANGEL M & PAUL	2.1730	0.949%	\$ 112,636.89	\$ 51,625.36	\$ 58,558.46
5	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2297 APPALOOSA TRL	JAYNE ALEX E & LINDA	2.1370	0.933%	\$ 110,770.85	\$ 50,770.09	\$ 57,588.33
6	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2281 APPALOOSA TRL	JAYNE ALEX E	2.0240	0.884%	\$ 104,913.52	\$ 48,085.48	\$ 54,543.18
7	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
8	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
9	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
10	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	2.1940	0.958%	\$ 113,725.42	\$ 52,124.27	\$ 59,124.37
1	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14492 EQUESTRIAN WAY	SOMERSET CAPITAL PARTNERS LLC	2.2810	0.996%	\$ 118,235.04	\$ 54,191.19	\$ 61,468.87
2	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14564 LAUREL TRL	GRINDSTONE FARM LLC	2.0210	0.883%	\$ 104,758.01	\$ 48,014.20	\$ 54,462.33
3	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14565 LAUREL TRL	GRINDSTONE FARM LLC	2.0200	0.882%	\$ 104,706.18	\$ 47,990.45	\$ 54,435.39
4	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14566 LAUREL TRL	GRINDSTONE FARM LLC	2.2510	0.983%	\$ 116,680.00	\$ 53,478.46	\$ 60,660.42
5	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14466 LAUREL TRL	IPX LAUREL TRAIL LLC	2.6920	1.176%	\$ 139,539.13	\$ 63,955.59	\$ 72,544.59
6	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14434 LAUREL TRL	THOMPSON EVE L	2.0200	0.882%	\$ 104,706.18	\$ 47,990.45	\$ 54,435.39
7	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14402 LAUREL TRL	STELLAR EQUESTRIAN SOUTH LLC	2.2040	0.963%	\$ 114,243.77	\$ 52,361.85	\$ 59,393.86
1	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14410 EQUESTRIAN WAY	LINDERS CHRISTY & CLARKE	2.6490	1.157%	\$ 137,310.23	\$ 62,934.01	\$ 71,385.81
2	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14372 EQUESTRIAN WAY	BOSTOM ALAN	2.1340	0.932%	\$ 110,615.34	\$ 50,698.82	\$ 57,507.48
3	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14330 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.0810	0.909%	\$ 107,868.09	\$ 49,439.66	\$ 56,079.22
4	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14290 EQUESTRIAN WAY	LTR 1437 LLC	1.9620	0.857%	\$ 101,699.76	\$ 46,612.50	\$ 52,872.39
5	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14248 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	1.9600	0.856%	\$ 101,596.09	\$ 46,564.99	\$ 52,818.49
6	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14194 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.3640	1.033%	\$ 122,537.33	\$ 56,163.08	\$ 63,705.57
7	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14307 LAUREL TRL	HEMINGWAY JON F TRUST	2.4550	1.072%	\$ 127,254.29	\$ 58,325.02	\$ 66,157.86
2	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14290 EQUESTRIAN WAY	LTR 1437 LLC	5.5600	2.429%	\$ 288,201.16	\$ 132,092.51	\$ 149,832.05
1	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14499 LAUREL TRL	CHARBONEAU M DIANE & GARY	2.9100	1.271%	\$ 150,839.09	\$ 69,134.75	\$ 78,419.29
1	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.2900	1.000%	\$ 118,701.56	\$ 54,405.01	\$ 61,711.40
2	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.1790	0.952%	\$ 112,947.90	\$ 51,767.91	\$ 58,720.15
3	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14179 LAUREL TRL	CLARKE DAVID H & LESLIE	2.5700	1.123%	\$ 133,215.28	\$ 61,057.15	\$ 69,256.90
4	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.1450	0.937%	\$ 111,185.52	\$ 50,960.15	\$ 57,803.91
5	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.0390	0.891%	\$ 105,691.04	\$ 48,441.84	\$ 54,947.40
6	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9750	0.863%	\$ 102,373.62	\$ 46,921.35	\$ 53,222.72
7	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
8	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14289 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
9	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14317 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
10	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14343 EQUESTRIAN WAY	EQUESTRIAN WAY LLC	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
11	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
12	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
13	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
14	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14451 EQUESTRIAN WAY	EVANS LINDA J & MAROIS JOSEPH A	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
15	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	1.9610	0.857%	\$ 101,647.93	\$ 46,588.74	\$ 52,845.44
16	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	2.1720	0.949%	\$ 112,585.06	\$ 51,601.61	\$ 58,531.51
1	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14370 LAUREL TRL	TRAVIS BRUCE E & KIMBERLY	2.2040	0.963%	\$ 114,243.77	\$ 52,361.85	\$ 59,393.86
2	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14338 LAUREL TRL	DAYTON DEBORAH W & RAYNOR	1.9820	0.866%	\$ 102,736.46	\$ 47,087.66	\$ 53,411.35
3	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.3890	1.044%	\$ 123,833.19	\$ 56,757.01	\$ 64,379.27
4	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.1650	0.946%	\$ 112,222.22	\$ 51,435.30	\$ 58,342.88
5	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14242 LAUREL TRL	FOUR TRUST OF FLORIDA LLC	1.9830	0.866%	\$ 102,788.29	\$ 47,111.41	\$ 53,438.30
6	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14129 EQUESTRIAN WAY	BOSTWICK DIANE	3.5950	1.570%	\$ 186,345.89	\$ 85,408.74	\$ 96,878.82
1	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14120 EQUESTRIAN WAY	ZIEBA FAMILY TRUST	3.3750	1.474%	\$ 174,942.26	\$ 80,182.06	\$ 90,950.21
2	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2473 APPALOOSA TRL	BLUE HILL FARM PROPERTIES LLC	3.1560	1.379%	\$ 163,590.44	\$ 74,979.13	\$ 85,048.55
3	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2455 APPALOOSA TRL	DE BEIR BERKOS ELIZABETH	1.9820	0.866%	\$ 102,736.46	\$ 47,087.66	\$ 53,411.35
4	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2439 APPALOOSA TRL	LA QUADRA LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
5	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	1.8370	0.802%	\$ 95,220.42	\$ 43,642.80	\$ 49,503.86
6	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	2.2960	1.003%	\$ 119,012.56	\$ 54,547.55	\$ 61,873.09
7	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2393 APPALOOSA TRL	DIGIOACCHINO GINO	2.2960	1.003%	\$ 119,012.56	\$ 54,547.55	\$ 61,873.09
1	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2617 APPALOOSA TRL	LINDERS WHITNEY	2.0870	0.912%	\$ 108,179.10	\$ 49,582.21	\$ 56,240.91
2	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2601 APPALOOSA TRL	HADFIELD CYNTHIA M	2.2270	0.973%	\$ 115,435.96	\$ 52,908.28	\$ 60,013.66
3	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2583 APPALOOSA TRL	ORIENTAL CAPITAL COMPANY	2.0310	0.887%	\$ 105,276.36	\$ 48,251.78	\$ 54,731.82
4	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2567 APPALOOSA TRL	RUSTY PONY RANCH LLC	1.9960	0.872%	\$ 103,462.15	\$ 47,420.26	\$ 53,788.63
5	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14127 EQUESTRIAN WAY	FRASER CAROL T	2.5140	1.098%	\$ 130,312.54	\$ 59,726.72	\$ 67,747.80
1	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.1690	0.947%	\$ 112,429.56	\$ 51,530.34	\$ 58,450.67
2	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2424 APPALOOSA TRL	PRUDENT KATHERINE M	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96
3	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96
4	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96
5	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2472 APPALOOSA TRL	KESSLER MURRAY S	2.5210	1.101%	\$ 130,675.38	\$ 59,893.03	\$ 67,936.44
6	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2488 APPALOOSA TRL	GYLLEBO FARM LLC	3.1900	1.393%	\$ 165,352.82	\$ 75,786.89	\$ 85,964.79
7	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	3.0650	1.339%	\$ 158,873.48	\$ 72,817.19	\$ 82,596.27
8	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	2.2730	0.993%	\$ 117,820.37	\$ 54,001.13	\$ 61,253.28
9	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2536 APPALOOSA TRL	WINTER HAVEN LLC	2.0090	0.878%	\$ 104,136.00	\$ 47,729.11	\$ 54,138.96

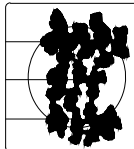
LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	BENEFIT	CONSTRUCTION COST	ASSESSMENT
LOT	BLOCK	PLAT							
10	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	1.9960	0.872%	\$ 103,462.15	\$ 47,420.26	\$ 53,788.63
11	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	3.0210	1.320%	\$ 156,592.76	\$ 71,771.85	\$ 81,410.55
12	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2584 APPALOOSA TRL	BIRDSALL DAVID & KAREN	2.6220	1.145%	\$ 135,910.69	\$ 62,292.55	\$ 70,658.21
13	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.4210	1.058%	\$ 125,491.90	\$ 57,517.26	\$ 65,241.62
14	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.6400	1.15%	\$ 136,843.74	\$ 62,720.20	\$ 71,143.29
Total Acres					228.9280	100.000%	\$ 11,866,423.61	\$ 5,438,790.44	\$ 6,169,200.00

**\* Assessment Amounts Do NOT Include Charges for Water Service Initiation (Capacity & Meter) and Cost to Connect Private Plumbing to Water System**

**\*\* The Assessment shall be payable in not more than 20 yearly installments.**

**WGI**

2025 Vista Parkway, Suite 100  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 • LB No. 7055



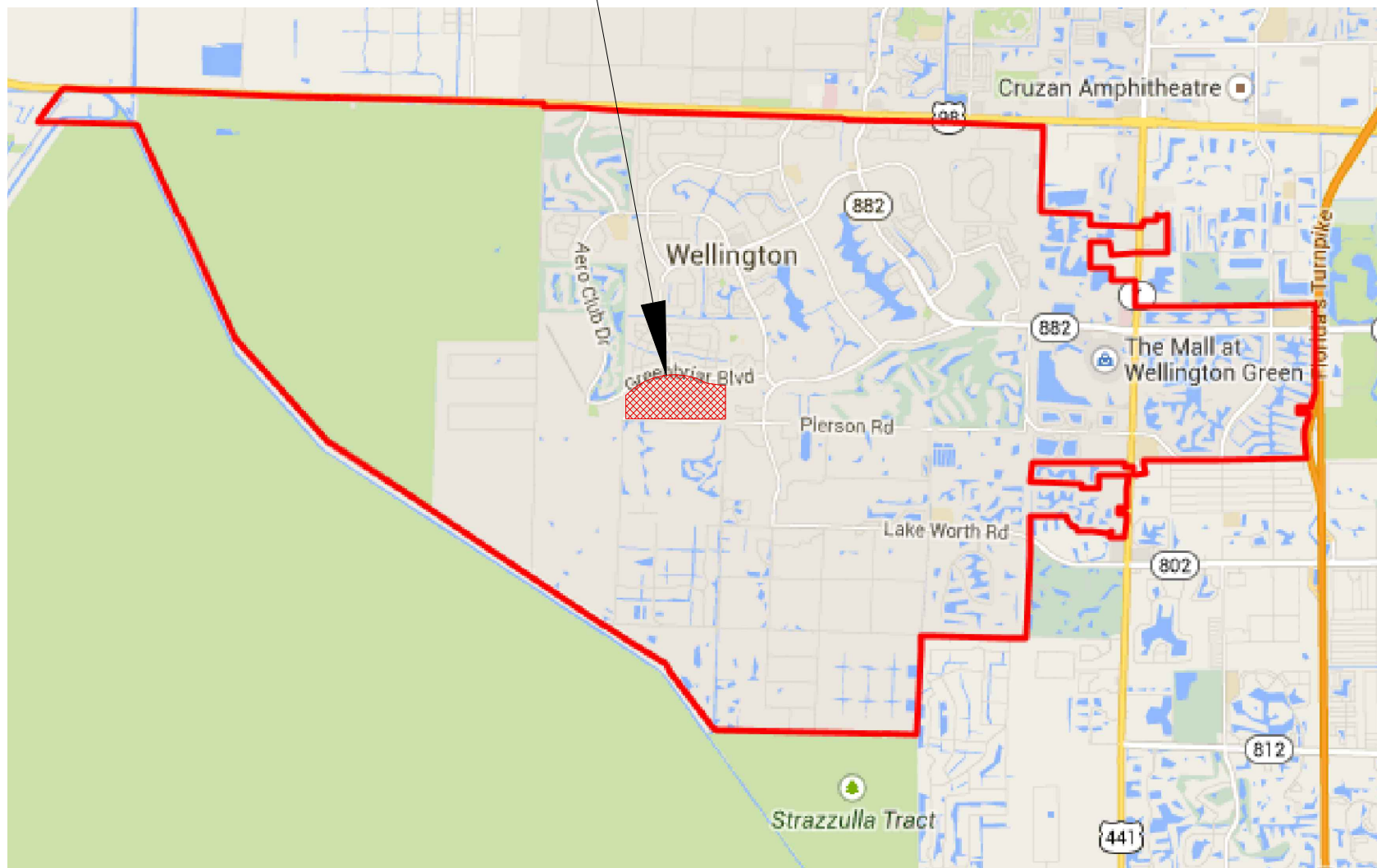
DATE	DRAWN BY
FEB 2015	GAT
DESIGNED BY	CHECKED BY
CJH	B. LaViole
WGI PROJECT NUMBER	
1525.00	

**WELLINGTON**  
Engineering Department  
12300 West Forest Hill Boulevard, Wellington, Florida 33414

# SADDLE TRAIL PARK - (SOUTH)



North



**SADDLE TRAIL PARK - (SOUTH)**  
**WELLINGTON, FLORIDA**  
**EXHIBIT "A"**  
**PROJECT LOCATION MAP**

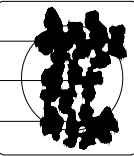
## LEGEND:

	WELLINGTON CORPORATE BOUNDARY
	PROJECT AREA



**WGI**  
Wellington Group, Inc.

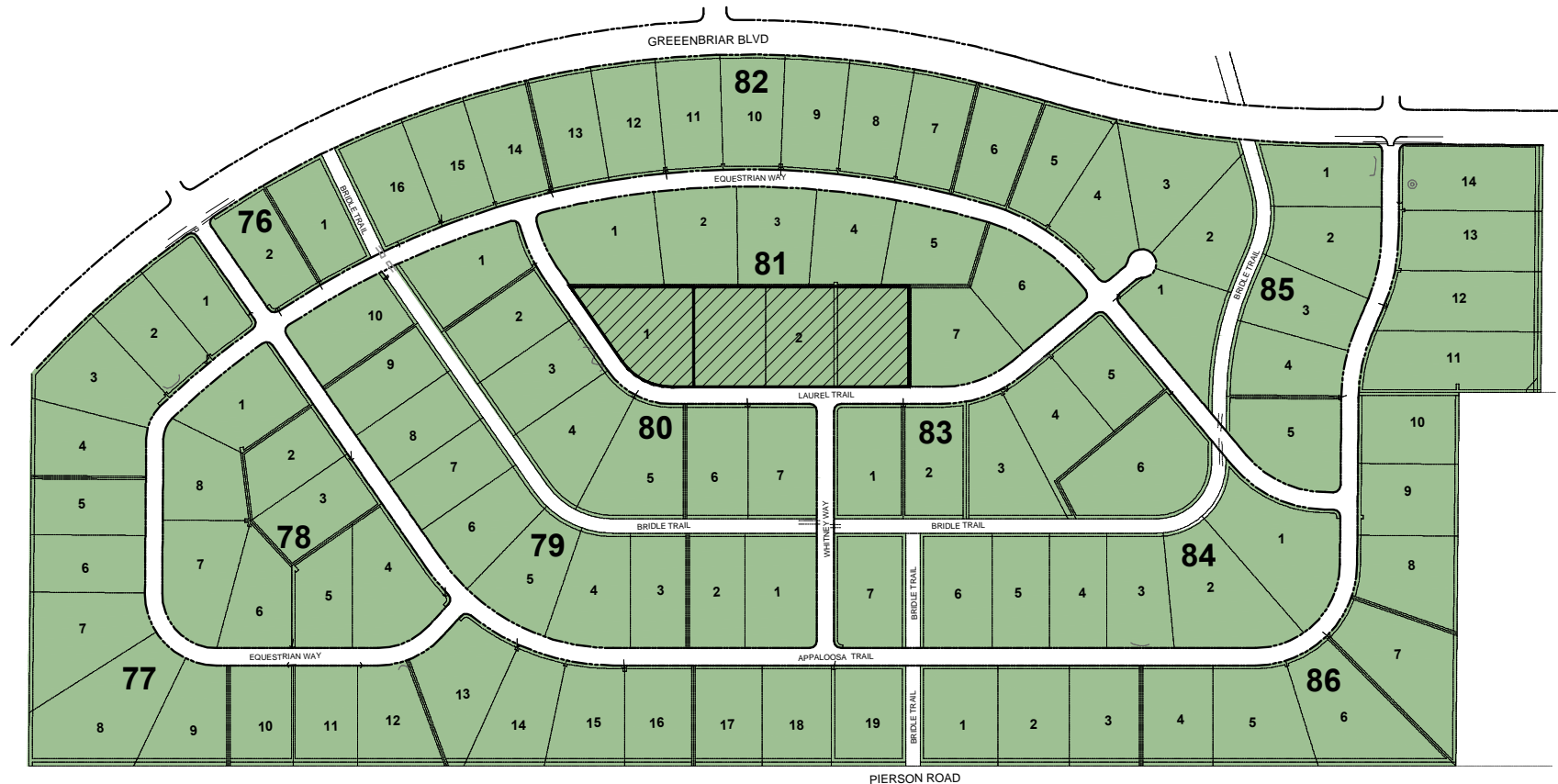
2035 Vista Parkway, Suite 100  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055



DATE	DRAWN BY
FEB 2015	GAT
DESIGNED BY	CHECKED BY
C.H.	B. Landrie
WGI PROJECT NUMBER	
1525.00	

**WELLINGTON**  
Engineering Department  
12300 West Forest Hill Boulevard, Wellington, Florida 33414

# SADDLE TRAIL PARK - (SOUTH) - PLAT



## SADDLE TRAIL PARK - (SOUTH) WELLINGTON, FLORIDA

### EXHIBIT "B"

**PROPERTIES WITHIN  
SADDLE TRAIL PARK SOUTH  
TO BE ASSESSED**

**103 LOTS TOTAL**

#### LEGEND:

**86** BLOCK NUMBER

**6** LOT NUMBER



#### NOTES:

BLOCKS 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 AND 86 OF THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON AS RECORDED IN PLAT BOOK 41, PAGES 103, 104 & 105 AND THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON REPLAT NO. 1 RECORDED IN PLAT BOOK 108, PAGES 118-119 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 8, 9, 10 & 11 OF BLOCK 81 FROM THE ORIGINAL PLAT OF SADDLE TRAIL PARK OF WELLINGTON WERE RECOMBINED PER PLAT BOOK 108, PAGES 118-119, OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FL



**EXHIBIT "C" - Preliminary Assessment Roll**  
**Saddle Trail Park - (South) Neighborhood Improvement Project**  
**Village of Wellington, Florida**  
**(Revised 9-1-15)**

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
1	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	2.0100	0.878%	\$ 54,165.90
2	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	1.9580	0.855%	\$ 52,764.59
1	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9780	0.864%	\$ 53,303.56
2	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9610	0.857%	\$ 52,845.44
3	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.3890	1.044%	\$ 64,379.27
4	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.0730	0.906%	\$ 55,863.64
5	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14695 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
6	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14721 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
7	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14749 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	2.7220	1.189%	\$ 73,353.03
8	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	3.5040	1.531%	\$ 94,426.53
9	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.9980	0.873%	\$ 53,842.53
10	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.8080	0.790%	\$ 48,722.37
11	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.8080	0.790%	\$ 48,722.37
12	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.9890	0.869%	\$ 53,599.99
13	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14911 EQUESTRIAN WAY	SPENCER ELIZABETH H & RACHELE	2.2550	0.985%	\$ 60,768.22
14	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	2.0860	0.911%	\$ 56,213.97
15	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	1.9760	0.863%	\$ 53,249.67
16	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2344 APPALOOSA TRL	HEATON MARILYN B TRUST & HEATON ROBERT C TRUST&	1.9280	0.842%	\$ 51,956.15
17	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2364 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
18	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
19	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.0890	0.913%	\$ 56,294.81
1	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2232 APPALOOSA TRL	MATURO ANTHONY & THERESA	2.2380	0.978%	\$ 60,310.09
2	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2248 APPALOOSA TRL	DAMMERMAN MARSHA F	1.7110	0.747%	\$ 46,108.39

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
3	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2264 APPALOOSA TRL	DAMMERMAN MARSHA F	1.9040	0.832%	\$ 51,309.39
4	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14884 EQUESTRIAN WAY	SOLEAU KELLY	2.6310	1.149%	\$ 70,900.74
5	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14858 EQUESTRIAN WAY	SHORT BUS TRUST NANCY TOROKVEI TR PEPALL WILLIAM E TR	1.7380	0.759%	\$ 46,835.99
6	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14838 EQUESTRIAN WAY	WESTHAVEN FARMS LP	1.8130	0.792%	\$ 48,857.11
7	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14750 EQUESTRIAN WAY	WESTHAVEN FARMS LP	2.3620	1.032%	\$ 63,651.67
8	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14678 EQUESTRIAN WAY	COX OLIVIA	1.9710	0.861%	\$ 53,114.92
1	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	2.2960	1.003%	\$ 61,873.09
2	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	1.8370	0.802%	\$ 49,503.86
3	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2345 APPALOOSA TRL	TAHANTO TRAIL 2009 REALTY TRUST & HURTER PATRICIA TR	1.8370	0.802%	\$ 49,503.86
4	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2329 APPALOOSA TRL	DEFILIPPO ANGEL M & PAUL	2.1730	0.949%	\$ 58,558.46
5	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2297 APPALOOSA TRL	JAYNE ALEX E & LINDA	2.1370	0.933%	\$ 57,588.33
6	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2281 APPALOOSA TRL	JAYNE ALEX E	2.0240	0.884%	\$ 54,543.18
7	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
8	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
9	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	1.8370	0.802%	\$ 49,503.86
10	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	2.1940	0.958%	\$ 59,124.37
1	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14492 EQUESTRIAN WAY	SOMERSET CAPITAL PARTNERS LLC	2.2810	0.996%	\$ 61,468.87
2	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14564 LAUREL TRL	GRINDSTONE FARM LLC	2.0210	0.883%	\$ 54,462.33
3	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14565 LAUREL TRL	GRINDSTONE FARM LLC	2.0200	0.882%	\$ 54,435.39
4	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14566 LAUREL TRL	GRINDSTONE FARM LLC	2.2510	0.983%	\$ 60,660.42
5	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14466 LAUREL TRL	IPX LAUREL TRAIL LLC	2.6920	1.176%	\$ 72,544.59
6	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14434 LAUREL TRL	THOMPSON EVE L	2.0200	0.882%	\$ 54,435.39
7	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14402 LAUREL TRL	STELLAR EQUESTRIAN SOUTH LLC	2.2040	0.963%	\$ 59,393.86
1	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14410 EQUESTRIAN WAY	LINDERS CHRISTY & CLARKE	2.6490	1.157%	\$ 71,385.81
2	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14372 EQUESTRIAN WAY	BOSTOM ALAN	2.1340	0.932%	\$ 57,507.48
3	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14330 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.0810	0.909%	\$ 56,079.22
4	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14290 EQUESTRIAN WAY	LTR 1437 LLC	1.9620	0.857%	\$ 52,872.39
5	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14248 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	1.9600	0.856%	\$ 52,818.49
6	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14194 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.3640	1.033%	\$ 63,705.57
7	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14307 LAUREL TRL	HEMINGWAY JON F TRUST	2.4550	1.072%	\$ 66,157.86
2	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14290 EQUESTRIAN WAY	LTR 1437 LLC	5.5600	2.429%	\$ 149,832.05
1	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14499 LAUREL TRL	CHARBONEAU M DIANE & GARY	2.9100	1.271%	\$ 78,419.29
1	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.2900	1.000%	\$ 61,711.40

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.1790	0.952%	\$ 58,720.15
3	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14179 LAUREL TRL	CLARKE DAVID H & LESLIE	2.5700	1.123%	\$ 69,256.90
4	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.1450	0.937%	\$ 57,803.91
5	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.0390	0.891%	\$ 54,947.40
6	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9750	0.863%	\$ 53,222.72
7	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9610	0.857%	\$ 52,845.44
8	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14289 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
9	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14317 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
10	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14343 EQUESTRIAN WAY	EQUESTRIAN WAY LLC	1.9610	0.857%	\$ 52,845.44
11	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
12	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
13	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
14	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14451 EQUESTRIAN WAY	EVANS LINDA J & MAROIS JOSEPH A	1.9610	0.857%	\$ 52,845.44
15	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	1.9610	0.857%	\$ 52,845.44
16	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	2.1720	0.949%	\$ 58,531.51
1	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14370 LAUREL TRL	TRAVIS BRUCE E & KIMBERLY	2.2040	0.963%	\$ 59,393.86
2	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14338 LAUREL TRL	DAYTON DEBORAH W & RAYNOR	1.9820	0.866%	\$ 53,411.35
3	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.3890	1.044%	\$ 64,379.27
4	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.1650	0.946%	\$ 58,342.88
5	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14242 LAUREL TRL	FOUR TRUST OF FLORIDA LLC	1.9830	0.866%	\$ 53,438.30
6	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14129 EQUESTRIAN WAY	BOSTWICK DIANE	3.5950	1.570%	\$ 96,878.82
1	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14120 EQUESTRIAN WAY	ZIEBA FAMILY TRUST	3.3750	1.474%	\$ 90,950.21
2	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2473 APPALOOSA TRL	BLUE HILL FARM PROPERTIES LLC	3.1560	1.379%	\$ 85,048.55
3	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2455 APPALOOSA TRL	DE BEIR BERKOS ELIZABETH	1.9820	0.866%	\$ 53,411.35
4	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2439 APPALOOSA TRL	LA QUADRA LLC	1.8370	0.802%	\$ 49,503.86
5	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	1.8370	0.802%	\$ 49,503.86
6	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	2.2960	1.003%	\$ 61,873.09
7	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2393 APPALOOSA TRL	DIGIOACCHINO GINO	2.2960	1.003%	\$ 61,873.09
1	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2617 APPALOOSA TRL	LINDERS WHITNEY	2.0870	0.912%	\$ 56,240.91
2	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2601 APPALOOSA TRL	HADFIELD CYNTHIA M	2.2270	0.973%	\$ 60,013.66
3	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2583 APPALOOSA TRL	ORIENTAL CAPITAL COMPANY	2.0310	0.887%	\$ 54,731.82
4	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2567 APPALOOSA TRL	RUSTY PONY RANCH LLC	1.9960	0.872%	\$ 53,788.63
5	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14127 EQUESTRIAN WAY	FRASER CAROL T	2.5140	1.098%	\$ 67,747.80
1	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.1690	0.947%	\$ 58,450.67

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2424 APPALOOSA TRL	PRUDENT KATHERINE M	2.0090	0.878%	\$ 54,138.96
3	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
4	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
5	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2472 APPALOOSA TRL	KESSLER MURRAY S	2.5210	1.101%	\$ 67,936.44
6	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2488 APPALOOSA TRL	GYLEBO FARM LLC	3.1900	1.393%	\$ 85,964.79
7	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	3.0650	1.339%	\$ 82,596.27
8	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	2.2730	0.993%	\$ 61,253.28
9	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2536 APPALOOSA TRL	WINTER HAVEN LLC	2.0090	0.878%	\$ 54,138.96
10	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	1.9960	0.872%	\$ 53,788.63
11	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	3.0210	1.320%	\$ 81,410.55
12	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2584 APPALOOSA TRL	BIRDSALL DAVID & KAREN	2.6220	1.145%	\$ 70,658.21
13	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.4210	1.058%	\$ 65,241.62
14	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2616 APPALOOSA TRL	MONTGOMERY JULIE P	2.6400	1.15%	\$ 71,143.29
					<b>Total Acres</b>	<b>228.9280</b>	<b>100.000%</b>
							<b>\$ 6,169,200.00</b>

**\* Assessment Amounts Do NOT Include Charges for Water Service Initiation (Capacity & Meter) and Cost to Connect Private Plumbing to Water System**

**\*\* The Assessment shall be payable in not more than 20 yearly installments.**

**WATER AND WASTEWATER MISCELLANEOUS CHARGES  
BEGINNING OCTOBER 1, 2014**

**METER CHARGES & DEPOSITS**

Meter Size	Meter Charge (new meter installation)	Builders Blanket Deposit	Homeowners	
			Water	Sewer
5/8" Meter	350.00	500.00	70.00	60.00
1" Meter	400.00	500.00	110.00	90.00
1 1/2" Meter	575.00	500.00	220.00	180.00
2" Meter	765.00	500.00	335.00	265.00
3" Meter	1,250.00	500.00	750.00	600.00
4" Meter	1,918.00	500.00	1,050.00	850.00
6" Meter	3,440.00	500.00	2,400.00	1,900.00
8" Meter	Actual Cost	500.00	3,750.00	3,000.00

**RESIDENT CAPACITY CHARGES**

	Water	Sewer
3/4" or Smaller Meter	1,660.00	1,890.00
1" Meter	2,739.00	3,119.00

**RESIDENTIAL MASTER METER (per unit)**

Water	1,330.00
Sewer	1,510.00

**COMMERCIAL CAPACITY CHARGES**

	Water	Sewer
5/8" Meter	1,660.00	1,890.00
1" Meter	4,150.00	4,725.00
1 1/2" Meter	8,300.00	9,450.00
2" Meter	13,280.00	15,120.00
3" Meter	26,560.00	30,240.00
4" Meter	41,500.00	47,250.00
6" Meter	83,000.00	94,500.00
8" Meter	132,800.00	151,200.00

**MISCELLANEOUS CHARGES**

<b>Account Application/Service Initiation</b>	25.00
<b>Account Transfer</b>	25.00
<b>Return Check Charge</b>	
Face Value Up To \$50	25.00
Face Value Between \$51 - \$300	30.00
Face Value Greater Than \$300	Greater of \$40 or 5%
<b>Delinquent Account Charge</b>	Greater of 2% or \$5
<b>Disconnect for Non-Payment</b>	
Normal Hours	25.00
After Hours	50.00
<b>Service Calls</b>	
Normal Hours	15.00
After Hours	50.00
<b>Meter Test Fee (if meter is correct)</b>	
2" Meter or Smaller	40.00
Greater Than 2" Meter	Actual Cost
<b>Unauthorized Connection/Tampering Charge per incident for investigation, correction and administration</b>	300.00
<b>Meter Installation Inspection or Sewer Tap Inspection (each)</b>	25.00
<b>Palm Beach County Recording Fees, Liens, Tax Deeds</b>	40.00
<b>Assessment Charges</b>	35.00
<b>Grease Trap Inspection Fee</b>	40.00
<b>Backflow Preventor Inspection Fee</b>	30.00

*NOTE: OUTSIDE VILLAGE BOUNDARIES, ADD A 25% SUR-CHARGE TO ALL RATES AND CHARGES LISTED (with the exception of delinquent charge, assessment charges, return check charge & unauthorized connections and tampering)*

**EXHIBIT E - Preliminary Assessment Roll**  
**Saddle Trail Park - (South) Neighborhood Improvement Project**  
**Village of Wellington, Florida**  
**(Revised 9-1-15)**

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
1	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	2.0100	0.878%	\$ 54,165.90
2	76	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14533 EQUESTRIAN WAY	CHAMPIONSHIP PROP LIMITED PARTNERS	1.9580	0.855%	\$ 52,764.59
1	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9780	0.864%	\$ 53,303.56
2	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14613 EQUESTRIAN WAY	GINGERY GREGORY W	1.9610	0.857%	\$ 52,845.44
3	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.3890	1.044%	\$ 64,379.27
4	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14667 EQUESTRIAN WAY	KMD III LP	2.0730	0.906%	\$ 55,863.64
5	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14695 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
6	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14721 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	1.8370	0.802%	\$ 49,503.86
7	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14749 EQUESTRIAN WAY	EQUEPROP FLORIDA LLC	2.7220	1.189%	\$ 73,353.03
8	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	3.5040	1.531%	\$ 94,426.53
9	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.9980	0.873%	\$ 53,842.53
10	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14775 EQUESTRIAN WAY	LA VICTORIA FARM LLC	1.8080	0.790%	\$ 48,722.37
11	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.8080	0.790%	\$ 48,722.37
12	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14883 EQUESTRIAN WAY	JANET STEPHANIE C & MARK	1.9890	0.869%	\$ 53,599.99
13	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14911 EQUESTRIAN WAY	SPENCER ELIZABETH H & RACHELE	2.2550	0.985%	\$ 60,768.22
14	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	2.0860	0.911%	\$ 56,213.97
15	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2312 APPALOOSA TRL	FOXGOLD LLC	1.9760	0.863%	\$ 53,249.67
16	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2344 APPALOOSA TRL	HEATON MARILYN B TRUST & HEATON ROBERT C TRUST&	1.9280	0.842%	\$ 51,956.15
17	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2364 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
18	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	1.9280	0.842%	\$ 51,956.15
19	77	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.0890	0.913%	\$ 56,294.81
1	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2232 APPALOOSA TRL	MATURO ANTHONY & THERESA	2.2380	0.978%	\$ 60,310.09
2	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2248 APPALOOSA TRL	DAMMERMAN MARSHA F	1.7110	0.747%	\$ 46,108.39

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
3	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2264 APPALOOSA TRL	DAMMERMAN MARSHA F	1.9040	0.832%	\$ 51,309.39
4	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14884 EQUESTRIAN WAY	SOLEAU KELLY	2.6310	1.149%	\$ 70,900.74
5	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14858 EQUESTRIAN WAY	SHORT BUS TRUST NANCY TOROKVEI TR PEPALL WILLIAM E TR	1.7380	0.759%	\$ 46,835.99
6	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14838 EQUESTRIAN WAY	WESTHAVEN FARMS LP	1.8130	0.792%	\$ 48,857.11
7	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14750 EQUESTRIAN WAY	WESTHAVEN FARMS LP	2.3620	1.032%	\$ 63,651.67
8	78	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14678 EQUESTRIAN WAY	COX OLIVIA	1.9710	0.861%	\$ 53,114.92
1	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	2.2960	1.003%	\$ 61,873.09
2	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2361 APPALOOSA TRL	GIERKINK ROBERT & TIA	1.8370	0.802%	\$ 49,503.86
3	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2345 APPALOOSA TRL	TAHANTO TRAIL 2009 REALTY TRUST & HURTER PATRICIA TR	1.8370	0.802%	\$ 49,503.86
4	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2329 APPALOOSA TRL	DEFILIPPO ANGEL M & PAUL	2.1730	0.949%	\$ 58,558.46
5	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2297 APPALOOSA TRL	JAYNE ALEX E & LINDA	2.1370	0.933%	\$ 57,588.33
6	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2281 APPALOOSA TRL	JAYNE ALEX E	2.0240	0.884%	\$ 54,543.18
7	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
8	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2273 APPALOOSA TRL	DAUGHTERS LLC	1.8370	0.802%	\$ 49,503.86
9	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	1.8370	0.802%	\$ 49,503.86
10	79	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2249 APPALOOSA TRL	SCHECHTER RICHARD A	2.1940	0.958%	\$ 59,124.37
1	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14492 EQUESTRIAN WAY	SOMERSET CAPITAL PARTNERS LLC	2.2810	0.996%	\$ 61,468.87
2	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14564 LAUREL TRL	GRINDSTONE FARM LLC	2.0210	0.883%	\$ 54,462.33
3	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14565 LAUREL TRL	GRINDSTONE FARM LLC	2.0200	0.882%	\$ 54,435.39
4	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14566 LAUREL TRL	GRINDSTONE FARM LLC	2.2510	0.983%	\$ 60,660.42
5	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14466 LAUREL TRL	IPX LAUREL TRAIL LLC	2.6920	1.176%	\$ 72,544.59
6	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14434 LAUREL TRL	THOMPSON EVE L	2.0200	0.882%	\$ 54,435.39
7	80	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14402 LAUREL TRL	STELLAR EQUESTRIAN SOUTH LLC	2.2040	0.963%	\$ 59,393.86
1	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14410 EQUESTRIAN WAY	LINDERS CHRISTY & CLARKE	2.6490	1.157%	\$ 71,385.81
2	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14372 EQUESTRIAN WAY	BOSTOM ALAN	2.1340	0.932%	\$ 57,507.48
3	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14330 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.0810	0.909%	\$ 56,079.22
4	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14290 EQUESTRIAN WAY	LTR 1437 LLC	1.9620	0.857%	\$ 52,872.39
5	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14248 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	1.9600	0.856%	\$ 52,818.49
6	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14194 EQUESTRIAN WAY	FROG POND PROPERTIES LLC	2.3640	1.033%	\$ 63,705.57
7	81	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14307 LAUREL TRL	HEMINGWAY JON F TRUST	2.4550	1.072%	\$ 66,157.86
2	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14290 EQUESTRIAN WAY	LTR 1437 LLC	5.5600	2.429%	\$ 149,832.05
1	81	Saddle Trail Park of Wellington- Replat No. 1- Plat Book 108, pgs 118 & 119	14499 LAUREL TRL	CHARBONEAU M DIANE & GARY	2.9100	1.271%	\$ 78,419.29
1	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.2900	1.000%	\$ 61,711.40

LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14155 EQUESTRIAN WAY	PINECONE FARM LLC	2.1790	0.952%	\$ 58,720.15
3	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14179 LAUREL TRL	CLARKE DAVID H & LESLIE	2.5700	1.123%	\$ 69,256.90
4	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.1450	0.937%	\$ 57,803.91
5	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14181 EQUESTRIAN WAY	PUTNAM THOMAS P 1964 TRUST	2.0390	0.891%	\$ 54,947.40
6	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9750	0.863%	\$ 53,222.72
7	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14235 EQUESTRIAN WAY	LENZI PEGGY A	1.9610	0.857%	\$ 52,845.44
8	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14289 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
9	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14317 EQUESTRIAN WAY	CALDWELL VENTURES INC	1.9610	0.857%	\$ 52,845.44
10	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14343 EQUESTRIAN WAY	EQUESTRIAN WAY LLC	1.9610	0.857%	\$ 52,845.44
11	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
12	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
13	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14397 EQUESTRIAN WAY	1984 SMITH HEMINGWAY FAMILY TRUST HEMINGWAY JON F TR	1.9610	0.857%	\$ 52,845.44
14	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14451 EQUESTRIAN WAY	EVANS LINDA J & MAROIS JOSEPH A	1.9610	0.857%	\$ 52,845.44
15	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	1.9610	0.857%	\$ 52,845.44
16	82	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14471 EQUESTRIAN WAY	CONGEL BETH A	2.1720	0.949%	\$ 58,531.51
1	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14370 LAUREL TRL	TRAVIS BRUCE E & KIMBERLY	2.2040	0.963%	\$ 59,393.86
2	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14338 LAUREL TRL	DAYTON DEBORAH W & RAYNOR	1.9820	0.866%	\$ 53,411.35
3	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.3890	1.044%	\$ 64,379.27
4	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14274 LAUREL TRL	JERKINS FOY M & LISA	2.1650	0.946%	\$ 58,342.88
5	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14242 LAUREL TRL	FOUR TRUST OF FLORIDA LLC	1.9830	0.866%	\$ 53,438.30
6	83	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14129 EQUESTRIAN WAY	BOSTWICK DIANE	3.5950	1.570%	\$ 96,878.82
1	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14120 EQUESTRIAN WAY	ZIEBA FAMILY TRUST	3.3750	1.474%	\$ 90,950.21
2	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2473 APPALOOSA TRL	BLUE HILL FARM PROPERTIES LLC	3.1560	1.379%	\$ 85,048.55
3	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2455 APPALOOSA TRL	DE BEIR BERKOS ELIZABETH	1.9820	0.866%	\$ 53,411.35
4	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2439 APPALOOSA TRL	LA QUADRA LLC	1.8370	0.802%	\$ 49,503.86
5	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	1.8370	0.802%	\$ 49,503.86
6	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2425 APPALOOSA TRL	SADDLE TRAIL PARK LLC	2.2960	1.003%	\$ 61,873.09
7	84	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2393 APPALOOSA TRL	DIGIOACCHINO GINO	2.2960	1.003%	\$ 61,873.09
1	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2617 APPALOOSA TRL	LINDERS WHITNEY	2.0870	0.912%	\$ 56,240.91
2	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2601 APPALOOSA TRL	HADFIELD CYNTHIA M	2.2270	0.973%	\$ 60,013.66
3	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2583 APPALOOSA TRL	ORIENTAL CAPITAL COMPANY	2.0310	0.887%	\$ 54,731.82
4	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2567 APPALOOSA TRL	RUSTY PONY RANCH LLC	1.9960	0.872%	\$ 53,788.63
5	85	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	14127 EQUESTRIAN WAY	FRASER CAROL T	2.5140	1.098%	\$ 67,747.80
1	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2384 APPALOOSA TRL	STAYSAIL SOUTH LLC	2.1690	0.947%	\$ 58,450.67



LEGAL DESCRIPTION			ADDRESS	OWNER	LOT SIZE PER PLAT	% OF TOTAL ACREAGE	ASSESSMENT
LOT	BLOCK	PLAT					
2	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2424 APPALOOSA TRL	PRUDENT KATHERINE M	2.0090	0.878%	\$ 54,138.96
3	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
4	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2440 APPALOOSA TRL	JOLLI FOUR LLC	2.0090	0.878%	\$ 54,138.96
5	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2472 APPALOOSA TRL	KESSLER MURRAY S	2.5210	1.101%	\$ 67,936.44
6	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2488 APPALOOSA TRL	GYLEBO FARM LLC	3.1900	1.393%	\$ 85,964.79
7	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	3.0650	1.339%	\$ 82,596.27
8	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2504 APPALOOSA TRL	WINTER HAVEN LLC	2.2730	0.993%	\$ 61,253.28
9	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2536 APPALOOSA TRL	WINTER HAVEN LLC	2.0090	0.878%	\$ 54,138.96
10	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	1.9960	0.872%	\$ 53,788.63
11	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2552 APPALOOSA TRL	CANNON MERYL & RICHARD	3.0210	1.320%	\$ 81,410.55
12	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2584 APPALOOSA TRL	BIRDSALL DAVID & KAREN	2.6220	1.145%	\$ 70,658.21
13	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2600 APPALOOSA TRL	MONTGOMERY JULIE P	2.4210	1.058%	\$ 65,241.62
14	86	Saddle Trail Park of Wellington- Plat Book 41, pgs 103, 104 & 105	2616 APPALOOSA TRL	MONTGOMERY JULIE P	2.6400	1.15%	\$ 71,143.29
					<b>Total Acres</b>	<b>228.9280</b>	<b>100.000%</b>
							<b>\$ 6,169,200.00</b>

**\* Assessment Amounts Do NOT Include Charges for Water Service Initiation (Capacity & Meter) and Cost to Connect Private Plumbing to Water System**

**\*\* The Assessment shall be payable in not more than 20 yearly installments.**

**VILLAGE OF WELLINGTON NOTICE OF HEARING TO LEVY  
AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT  
OF NON-AD VALOREM SPECIAL ASSESSMENTS**

Notice is hereby given that the Village Council for the Village of Wellington and located in Palm Beach County, Florida, will conduct a Public Hearing to determine whether to levy Special Assessments upon the Assessable Property described below.

The purpose of the Special Assessments is to fund the cost of certain public infrastructure improvements, collectively referred to as the Saddle Trail Park (South) Neighborhood Improvement Project, for the benefit of the Assessable Property. Such public infrastructure improvements include roadway, horse path, and potable water line works and improvements, related systems, facilities and services.

A Public Hearing to receive comments from affected real property owners as to the propriety and advisability of making such public infrastructure improvements, as to the cost thereof; as to the manner of payment thereof; and as to the amount thereof to be assessed against the Assessable Property and whether to levy special assessments to pay such costs will be held on November 10, 2015 at Wellington's regularly scheduled Council meeting starting at 7 p.m. at the Wellington Municipal Office Building located at 12300 Forest Hill Blvd., Wellington, FL 33414.

All affected real property owners have a right to appear at the Public Hearing. Actions taken by the Village Council at this public hearing, including the adoption of an assessment resolution shall be the final adjudication of the subject presented, including whether to levy the non-ad valorem special assessments, the ascertainment and declaration of special benefits peculiar to the Assessable Property, the fairness and reasonableness of the duty to pay the Special Assessments and rate of the Special Assessment, unless proper steps are timely initiated in a court of competent jurisdiction following the date of the Village Council's action at the Public Hearing.

A description of each lot or parcel of real property to be assessed and the amount to be assessed to each such lot or parcel of Assessable Property may be ascertained by all persons interested at the office of the Clerk of the Village of Wellington situated within the Wellington Municipal Office Building located at 12300 Forest Hill Blvd., Wellington, FL 33414.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least two (2) days' notice prior to the proceeding. Please contact the Village of Wellington's Manager at (561) 791-4000 for assistance.

## **LEGAL DESCRIPTION**

All properties located within the Saddle Trail Park of Wellington P.U.D Plat, as recorded in Plat Book 41, Pages 103-105 of the Official Records of Palm Beach County, Florida, and lying south of the southern right-of-way line of Greenbriar Boulevard. This includes all lots within Blocks 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86, only.

All properties located within the Saddle Trail Park of Wellington Replat No. 1 as recorded in Plat Book 108, Pages 118-119 of the Official Records of Palm Beach County, Florida. This includes Lots 1 and 2.

Awilda Rodriguez, Clerk

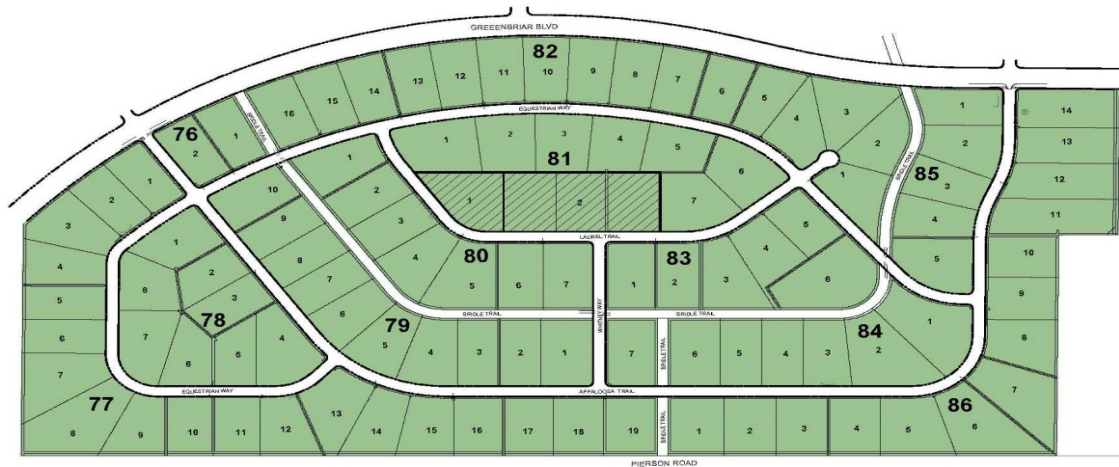
Dated: September 29, 2015

Publish: The Palm Beach Post  
October 4, 2015  
October 11, 2015

**VILLAGE OF WELLINGTON  
NOTICE OF INTENT TO IMPOSE SPECIAL ASSESSMENTS  
FOR THE SADDLE TRAIL PARK (SOUTH)  
NEIGHBORHOOD IMPROVEMENT PROJECT**



***SADDLE TRAIL PARK - (SOUTH) - PLAT***



**SADDLE TRAIL PARK - (SOUTH)  
WELLINGTON, FLORIDA  
EXHIBIT "B"**

**PROPERTIES WITHIN  
SADDLE TRAIL PARK SOUTH  
TO BE ASSESSED  
103 LOTS TOTAL**

**LEGEND:**

**86** BLOCK NUMBER  
**6** LOT NUMBER



**NOTES:**

BLOCKS 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 AND 86 OF THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON AS RECORDED IN PLAT BOOK 41, PAGES 103, 104 & 105 AND THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON REPLAT NO. 1 RECORDED IN PLAT BOOK 108, PAGES 118-119 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 8, 9, 10 & 11 OF BLOCK 81 FROM THE ORIGINAL PLAT OF SADDLE TRAIL PARK OF WELLINGTON WERE RECOMBINED PER PLAT BOOK 108, PAGES 118-119, OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FL.

**RESOLUTION NO. 2015- 70**

**A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON REPEALING RESOLUTIONS 2015-17, 2015-18 AND 2015-27; DECLARING ITS INTENT TO IMPOSE SPECIAL ASSESSMENTS UPON THE HEREIN DESIGNATED REAL PROPERTY; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS MAY BE PREPAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A**

**PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Council (the “Village Council”) of the Village of Wellington, previously adopted Resolutions 2015-17, 2015-18 and 2015-27 and has since determined that it is appropriate to repeal each of them; and

**WHEREAS**, the Village Council for the Village of Wellington hereby determines to commence the Ch. 170, Florida Statutes, process in order to finance, fund, plan, design, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain those public improvements (the “Improvements”) described in the plans and specifications (together the “Saddle Trail Plans and Specifications”) which are available for review at Wellington’s Municipal Office Building located at 12300 Forest Hill Blvd., Wellington, FL 33414 (the “Wellington Municipal Office Building”); and

**WHEREAS**, the Village of Wellington is empowered by its Charter and Chapter 170, Florida Statutes (together herein referred to as the “Act”) to finance, fund, plan, design, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the herein below described Special Assessments upon the assessable real property described in attached Exhibit “A” (the “Assessable Property”); and

**WHEREAS**, the Village Council finds that it is in the best interest of the Village of Wellington to pay the cost of the Improvements by imposing, levying, and collecting non-ad valorem assessments (the “Special Assessments”) pursuant to the Act; and

**WHEREAS**, the Village Council hereby determines that benefits will accrue to all of the Assessable Property, that the amount of said benefits, and that the Special Assessments will be made in proportion to the benefits received as set forth in the Preliminary Special Assessment Methodology Report, (the “Assessment Methodology”) which is attached to this Resolution, identified as Exhibit “B” and incorporated by this reference as part of this Resolution and on file in the Wellington Municipal Office Building; and

**WHEREAS**, the Village Council hereby finds and determines that the Special Assessments to be levied will not exceed the benefits to the Assessable Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON THAT:**

1. The foregoing “Recitals” are true and correct and incorporated herein by this reference.

2. Resolutions 2015-17, 2015-18 and 2015-27 are hereby repealed.
3. The Special Assessments shall be levied to defray the cost of the Improvements.
4. The nature of the Improvements generally consists of those roadway, horse path and potable water line systems, facilities and/or services as are more particularly described in the Saddle Trail Plans and Specifications on file in the Wellington Municipal Office Building, which Saddle Trail Plans and Specifications are by this reference incorporated herein and made a part hereof.
5. The general locations of the Improvements are shown in the Saddle Trail Plans and Specifications and will benefit the Assessable Property, all of which is contained within the Village of Wellington.
6. The approximate and estimated construction cost of the Improvements is \$5,438,790.44 (hereinafter referred to as the "Estimated Cost").
7. The Special Assessments will defray the Estimated Cost, plus any associated financing related costs, capitalized interest, debt service reserve and contingency.
8. The manner in which the Special Assessments shall be apportioned, re-allocated, re-applied and paid shall allow the Special Assessments to be prepaid provided the Special Assessments shall not be subject to prepayment at any time after the earliest of (i) the date the debt incurred to finance the Project is issued/funded, (ii) the date on which the Village enters into a contract with an underwriter or lender that specifies the amount of the borrowing and the closing date or (iii) the last date for prepayment specified in a notice mailed by the Village to the property owner's not later than 30 days before such final date and as contained within the Methodology Report that is available for inspection at the Wellington Municipal Office Building. The Special Assessments will be levied on an acreage basis calculated to the fourth decimal place.
9. The Special Assessments shall be levied on the Assessable Property as designated on the Assessment Plat identified below.
10. There is on file in the Wellington Municipal Office Building an Assessment Plat showing the Assessable Property to be assessed and the Saddle Trail Plans and Specifications describing the Improvements and Estimated Cost, all of which shall be open to inspection and copying by the public.
11. The Village of Wellington's Manager is hereby authorized and directed to cause to be made a preliminary assessment roll (the "Preliminary Assessment Roll") for the Assessable Property as promptly as possible, which shall show the lots and parcels of Assessable Property that are to be assessed, the amount of benefits to and the assessment against each such lot or parcels and the number of annual Special Assessment installments to be levied.

12. If the Village of Wellington incurs financing obligations for payment of the Estimated Cost of the Improvements, the Special Assessments shall be paid in not more than thirty (30) annual installments payable at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non-ad-valorem assessment method of collecting the Special Assessments is not available to the Village of Wellington in any year, or the Village Council determines not to utilize the provisions of Chapter 197, Florida Statutes, the Special Assessments may be collected as is otherwise permitted by law.

13. Upon completion of the Preliminary Assessment Roll, the Village Council may adopt a subsequent resolution to fix a time and place at which the owners of the Assessable Property to be assessed or any other persons interested therein may appear before the Village Council and be heard as to the propriety and advisability of the Special Assessments or the making of the Improvements, the Estimated Cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each lot or parcel of Assessable Property.

14. Pursuant to Section 170.05, Florida Statutes, the Village of Wellington's Clerk is hereby directed to cause this Resolution to be published twice in a newspaper of general circulation within Palm Beach County, Florida.

15. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2015.

**ATTEST:**

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Awilda Rodriquez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney

Awilda Rodriguez, Clerk

Dated: September 29, 2015

Publish: The Palm Beach Post  
October 4, 2015  
October 11, 2015

**NOTICE BY VILLAGE OF WELLINGTON OF INTENT TO  
USE THE UNIFORM METHOD OF COLLECTION OF A  
NON-AD VALOREM ASSESSEMENT**

Notice is hereby given to all owners of lands located within the boundaries of the Village of Wellington that the Village of Wellington intends to use the uniform method for collecting non-ad valorem assessments levied by the Village of Wellington pursuant to Section 197.3632, Florida Statutes, and that the Village Council will hold a Public Hearing on November 10, 2015, at 7:00 p.m. at the Wellington Municipal Office Building located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

The purpose of the Public Hearing is to consider adoption of a Resolution authorizing the Village of Wellington to use the uniform method of collecting non-ad valorem assessments as provided in Section 197.3632, F.S.

The Village of Wellington has adopted a non-ad valorem assessment for the design, implementation and construction of improvements for the Saddle Trail Park (South) Neighborhood which is described as follows:

All properties located within the Saddle Trail Park of Wellington P.U.D Plat, as recorded in Plat Book 41, Pages 103-105 of the Official Records of Palm Beach County, Florida, and lying south of the southern right-of-way line of Greenbriar Boulevard. This includes all lots within Blocks 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86, only.

All properties located within the Saddle Trail Park of Wellington Replat No. 1 as recorded in Plat Book 108, Pages 118-119 of the Official Records of Palm Beach County, Florida. This includes Lots 1 and 2.

all of which real property is located within the Village of Wellington and said non-ad valorem assessments will be levied for the first time in 2016 and annually thereafter until the purpose of such levy has been satisfied.

Interested parties may appear at the Public Hearing to be heard regarding the use by the Village of Wellington of the uniform method under Section 197.3632, F.S., of collecting such non-ad valorem assessments.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing such person will need to record the proceedings and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least



two (2) days' notice prior to the proceeding. Please contact the Village of Wellington's Manager at (561) 791-4000 for assistance.

Awilda Rodriguez  
Clerk

Dated: October 5, 2015

Publish: The Palm Beach Post  
October 11, 2015  
October 18, 2015  
October 25, 2015  
November 1, 2015



# Village of Wellington

## Legislation Text

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**File #: 15-811, Version: 1**

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**ITEM: RESOLUTION NO. R2015-90 (EXPRESSING INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE VILLAGE OF WELLINGTON SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT)**

**A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON EXPRESSING THE INTENT OF THE VILLAGE OF WELLINGTON TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS AS AUTHORIZED AND PERMITTED BY SECTION 197.3632, FLORIDA STATUTES; EXPRESSING THE NEED FOR THE LEVY OF NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE VILLAGE OF WELLINGTON'S JURISDICTIONAL BOUNDARIES THAT MAY BE SUBJECT TO THE LEVY BY THE VILLAGE OF WELLINGTON OF NON-AD VALOREM ASSESSMENTS.**

**REQUEST:** Approval of Resolution No. R2015-90 (Expressing the Intent of the Village of Wellington to Use the Uniform Method of Collecting Non-Ad Valorem Assessments for the Saddle Trail Park (South) Neighborhood Improvement Project.)

**EXPLANATION:** If Council approves Resolution No. R2015-90 to levy a Special Non-Ad Valorem Assessment for improvements in a portion of Saddle Trail Park, Section 197.3632 of the Florida Statutes requires a local government which is authorized to impose a Non-Ad Valorem Assessment and which elects to use the Uniform Non-Ad Valorem Method of collecting such assessments, following a public hearing, to adopt a Resolution expressing its intent to use the Uniform Method of Collecting Non-Ad Valorem assessments. Resolution No. R2015-90 (attached) expresses Wellington's intent, as required, to use the Uniform Non-Ad Valorem Method of collecting Non-Ad Valorem assessments for the design, implementation and construction of improvements in the area of Saddle Trail Park which is described as follows:

All properties located within the Saddle Trail Park of Wellington P.U.D Plat, as recorded in Plat Book 41, Pages 103-105 of the Official Records of Palm Beach County, Florida, and lying south of the southern right-of-way line of Greenbriar Boulevard. This includes all lots within Blocks 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86, only.

All properties located within the Saddle Trail Park of Wellington Replat No. 1 as recorded in Plat Book 108, Pages 118-119 of the Official Records of Palm Beach County, Florida. This includes Lots 1 and 2.

**BUDGET AMENDMENT REQUIRED:** NO

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

**FIRST READING:**      **SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** NO

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**File #: 15-811, Version: 1**

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**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Approval of Resolution No. R2015-90 (Expressing the Intent of the Village of Wellington to Use the Uniform Method of Collecting Non-Ad Valorem Assessments for the Saddle Trail Park (South) Neighborhood Improvement Project.)

**RESOLUTION NO. R2015 -90**

**A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF WELLINGTON EXPRESSING THE INTENT OF THE VILLAGE OF WELLINGTON TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS AS AUTHORIZED AND PERMITTED BY SECTION 197.3632, FLORIDA STATUTES; EXPRESSING THE NEED FOR THE LEVY OF NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE VILLAGE OF WELLINGTON'S JURISDICTIONAL BOUNDARIES THAT MAY BE SUBJECT TO THE LEVY BY THE VILLAGE OF WELLINGTON OF NON-AD VALOREM ASSESSMENTS.**

**WHEREAS**, Chapter 197, Florida Statutes, provides for the usage by the Village of Wellington, ("Wellington"), of a uniform method of collecting its non-ad valorem assessments; and

**WHEREAS**, Chapter 197, Florida Statutes, sets forth certain requirements which must be met in order to use said uniform method of collecting its non-ad valorem assessments; and

**WHEREAS**, in accordance with Section 197.3632, Florida Statutes, Wellington has caused to be published in the Palm Beach Post, a newspaper of general circulation within the County within which Wellington is located, weekly for four consecutive weeks prior to the date of the adoption of this Resolution, a notice of Wellington's intent to hold a Public Hearing at 7:00 p.m. on November 10, 2015 at Wellington's Municipal Office Building located at 12300 Forest Hill Boulevard, Wellington, FL 33414, for the purpose of advising the public of Wellington's intention to adopt and continue using the Chapter 197, Florida Statutes, uniform method of collecting non-ad valorem assessments; and

**WHEREAS**, the Village Council of Wellington (the "Village Council"), in accordance with the aforementioned published notice, held the Public Hearing at or about 7:00 p.m. on November 10, 2015 at Wellington's Municipal Office Building; and

**WHEREAS**, the Village Council has determined that it is in the best interest of Wellington, together with the landowners and residents residing within the area described in attached Exhibit "A" for Wellington to elect to use the uniform method of collecting non-ad valorem assessments as provided in Section 197.3632, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF WELLINGTON AS FOLLOWS:**

1. That the uniform method of collecting non-ad valorem assessments as authorized by Section 197.3632, Florida Statutes, is hereby adopted for usage by the Village of Wellington.

2. That non-ad valorem assessments may be required to be assessed and levied by Wellington in order to provide necessary funds for any one or more of the following reasons:

- (a) Satisfying lawful financial and maintenance obligations of Wellington, and/or
- (b) Financing, designing, constructing, maintaining, operating and servicing of improvements within the jurisdictional boundaries of Wellington, and/or
- (c) Such other lawful purposes, including changes in use, for which Wellington is empowered to provide as authorized by law.

3. That the uniform method of collecting non-ad valorem assessments and the levy of previously adopted non-ad valorem assessments or the levy of future adopted non-ad valorem assessments shall to the extent authorized by law apply to some or all, as the particular case may be, of the acreage described in attached Exhibit "A", all of which is located within the jurisdictional boundaries of Wellington.

4. That a certified copy of this Resolution be submitted to the Palm Beach County Property Appraiser, Palm Beach County Tax Collector and the Florida Department of Revenue.

5. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED this 10th day of November, 2015.

**ATTEST:**

**VILLAGE OF WELLINGTON**

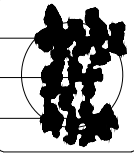
By: \_\_\_\_\_  
Awilda Rodriquez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney

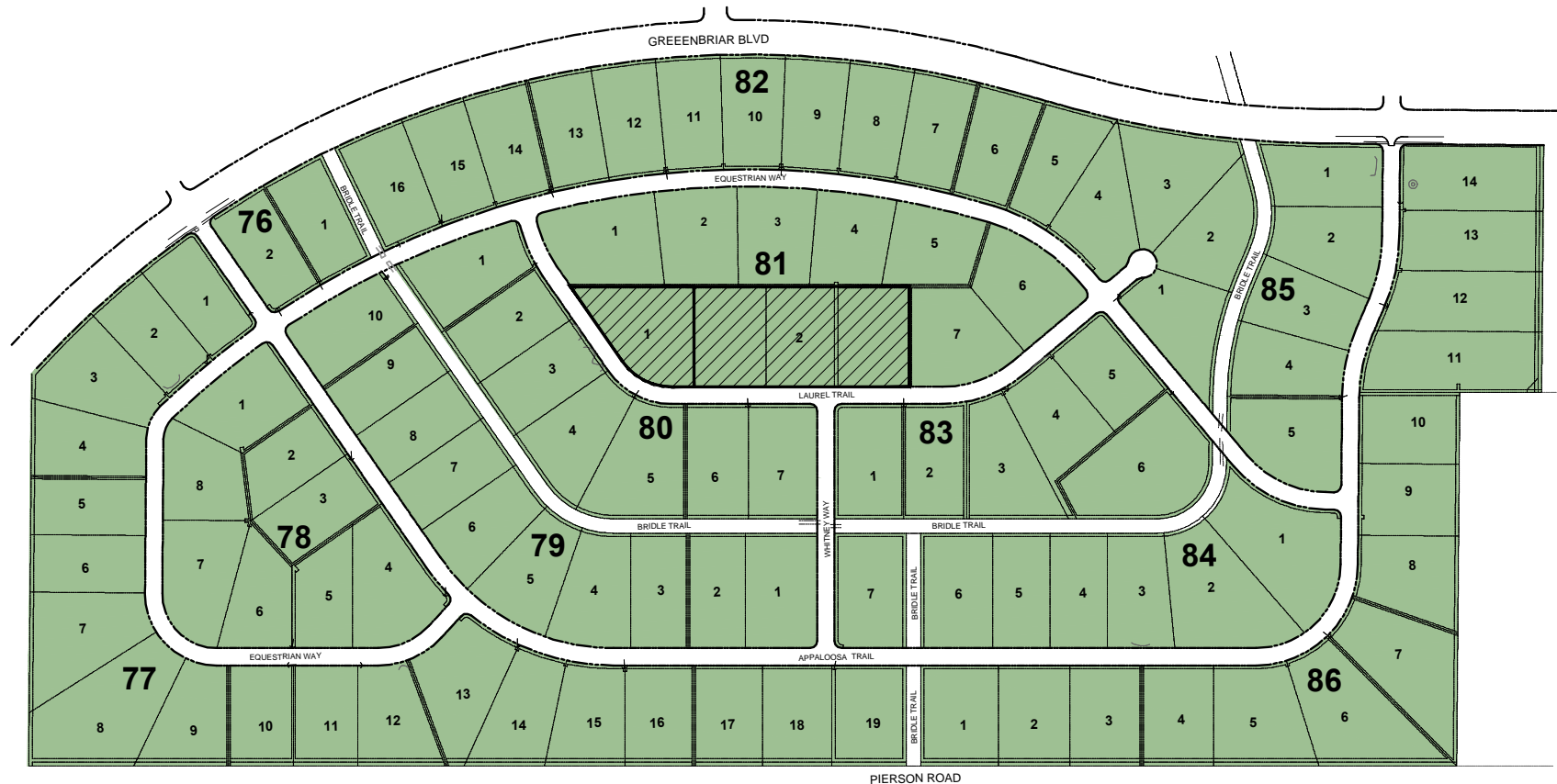
**WGI**  
 Wellington Group, Inc.

 2035 Vista Parkway, Suite 100  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055


DATE	FEB 2015	DRAWN BY	GAT
DESIGNED BY	C.H.	CHECKED BY	B. Landrie
WGI PROJECT NUMBER	1525.00		

  
**WELLINGTON**  
 Engineering Department  
 12300 West Forest Hill Boulevard, Wellington, Florida 33414

# SADDLE TRAIL PARK - (SOUTH) - PLAT



## SADDLE TRAIL PARK - (SOUTH) WELLINGTON, FLORIDA EXHIBIT "B"

**PROPERTIES WITHIN  
SADDLE TRAIL PARK SOUTH  
TO BE ASSESSED**  
**103 LOTS TOTAL**

### LEGEND:

**86** BLOCK NUMBER

**6** LOT NUMBER



### NOTES:

BLOCKS 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 AND 86 OF THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON AS RECORDED IN PLAT BOOK 41, PAGES 103, 104 & 105 AND THE PLAT OF SADDLE TRAIL PARK OF WELLINGTON REPLAT NO. 1 RECORDED IN PLAT BOOK 108, PAGES 118-119 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 8, 9, 10 & 11 OF BLOCK 81 FROM THE ORIGINAL PLAT OF SADDLE TRAIL PARK OF WELLINGTON WERE RECOMBINED PER PLAT BOOK 108, PAGES 118-119, OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FL

**NOTICE BY VILLAGE OF WELLINGTON OF INTENT TO  
USE THE UNIFORM METHOD OF COLLECTION OF A  
NON-AD VALOREM ASSESSEMENT**

Notice is hereby given to all owners of lands located within the boundaries of the Village of Wellington that the Village of Wellington intends to use the uniform method for collecting non-ad valorem assessments levied by the Village of Wellington pursuant to Section 197.3632, Florida Statutes, and that the Village Council will hold a Public Hearing on November 10, 2015, at 7:00 p.m. at the Wellington Municipal Office Building located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

The purpose of the Public Hearing is to consider adoption of a Resolution authorizing the Village of Wellington to use the uniform method of collecting non-ad valorem assessments as provided in Section 197.3632, F.S.

The Village of Wellington has adopted a non-ad valorem assessment for the design, implementation and construction of improvements for the Saddle Trail Park (South) Neighborhood which is described as follows:

All properties located within the Saddle Trail Park of Wellington P.U.D Plat, as recorded in Plat Book 41, Pages 103-105 of the Official Records of Palm Beach County, Florida, and lying south of the southern right-of-way line of Greenbriar Boulevard. This includes all lots within Blocks 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86, only.

All properties located within the Saddle Trail Park of Wellington Replat No. 1 as recorded in Plat Book 108, Pages 118-119 of the Official Records of Palm Beach County, Florida. This includes Lots 1 and 2.

all of which real property is located within the Village of Wellington and said non-ad valorem assessments will be levied for the first time in 2016 and annually thereafter until the purpose of such levy has been satisfied.

Interested parties may appear at the Public Hearing to be heard regarding the use by the Village of Wellington of the uniform method under Section 197.3632, F.S., of collecting such non-ad valorem assessments.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing such person will need to record the proceedings and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least

two (2) days' notice prior to the proceeding. Please contact the Village of Wellington's Manager at (561) 791-4000 for assistance.

Awilda Rodriguez  
Clerk

Dated: October 5, 2015

Publish: The Palm Beach Post  
October 11, 2015  
October 18, 2015  
October 25, 2015  
November 1, 2015





# Village of Wellington

## Legislation Text

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**File #: 15-748, Version: 1**

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**ITEM: RESOLUTION NO. R2015-88 (SADDLE TRAIL PARK SOUTH BOND ISSUANCE)**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL INITIALLY AUTHORIZING THE ISSUANCE IN ONE OR MORE SERIES OF NOT EXCEEDING \$5,820,000 BONDS TO FINANCE THE COST OF IMPROVEMENTS WITH RESPECT TO THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING THAT SUCH BONDS SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS LEVIED BY THE VILLAGE PURSUANT TO RESOLUTION NO. R2015-88 ON CERTAIN PROPERTY AS DESCRIBED THEREIN AND OTHER MONIES AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF SUCH BONDS; PROVIDING FOR THE CREATION OF SPECIAL FUNDS AND ACCOUNTS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Approval of Resolution No. R2015-88 authorizing the issuance of bonds, not exceeding \$5,820,000, for the Saddle Trail Park (South) Improvement Project and providing the framework for the bond issuance.

**EXPLANATION:** This Resolution provides initial authorization for the issuance of bonds in an amount not to exceed \$5,820,000 to fund the Improvements and certain financing components for the Saddle Trail Park (South) Improvement Project. Prior to the issuance of any bonds, the Village Council must adopt another authorizing resolution which will, among other things, provide the details of the terms of the bonds.

The Saddle Trail Park South Improvement Project is to be funded solely by the property owners within this section of Saddle Trail with special assessments from the issuance of debt.

**BUDGET AMENDMENT REQUIRED:** N/A

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** The Saddle Trail Park South Improvement Project is to be funded solely by the property owners within this section of Saddle Trail with special assessments from the issuance of debt.

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Approval of Resolution No. R2015-88 authorizing the issuance of bonds, not exceeding \$5,820,000, for the Saddle Trail Park (South) Improvement Project and providing the framework for the bond issuance.

## RESOLUTION NO. R2015-88

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA INITIALLY AUTHORIZING THE ISSUANCE IN ONE OR MORE SERIES OF NOT EXCEEDING \$5,820,000 BONDS OF THE VILLAGE TO FINANCE THE COST OF IMPROVEMENTS WITH RESPECT TO THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING THAT SUCH BONDS SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS LEVIED BY THE VILLAGE PURSUANT TO RESOLUTION NO. R2015-88 ON CERTAIN PROPERTY AS DESCRIBED THEREIN AND OTHER MONIES AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF SUCH BONDS; PROVIDING FOR THE CREATION OF SPECIAL FUNDS AND ACCOUNTS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; REPEALING RESOLUTION NO. 2015-28; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA THAT:

## ARTICLE I

## STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution is adopted pursuant to the authority of the Act.

Section 1.02. Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" means Article VIII, Section 2, Florida Constitution, Chapters 166 and 170, Florida Statutes, the Charter and Code of Ordinances of the Village, and other applicable provisions of law.

"Assessment Methodology Report" means the Assessment Methodology Report described in the Assessment Resolution, as the same may be amended from time to time.

"Assessment Resolution" means Resolution No. R2015-88, adopted by the Council on November 10, 2015, as such resolution may be amended from time to time.

"Bond" or "Bonds" means the obligations of the Village authorized hereby.

"Bond Counsel" means an attorney at law or firm of lawyers acceptable to the Village and of recognized expertise in matters pertaining to the debt obligations issued by states and their political subdivisions, including the taxation of payments of interest thereon.

"Bond Fund" means the fund by that name established in Section 5.02 hereof.

"Bond Register" means the books for the registration of ownership of Bonds kept by the Trustee as agent of the Village pursuant to Section 2.08 hereof.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Trustee is lawfully closed.

"Clerk" means the duly appointed and serving Village Clerk of the Village or any Assistant or Deputy Clerk.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder or applicable thereto.

"Cost" means to the extent permitted by law any obligation or expense incurred by the Village in connection with the Project, including costs of issuing the Bonds.

"Cost of Issuance Fund" means the fund by that name established in Section 5.02 hereof.

"Disbursement Approval" means a written request of the Village for a disbursement from the Cost of Issuance Fund or Project Fund, as applicable, which request shall be substantially in the form attached hereto as Exhibit B.

"Event of Default" means any material covenant, warranty or representation of the Village contained herein shall be breached or shall become untrue, including, but not limited to, failure to timely pay principal, premium, if any, and interest on the Bonds.

"Fiscal Year" means that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as shall be prescribed as the fiscal year of the Village by law.

"Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not redeemable or subject to prepayment prior to the stated maturity thereof by or at the direction of the obligor thereon.

"Improvements" means the the roadways, horse paths and potable water line systems, facilities and services and related infrastructure and improvements described in Village Council Resolution No. R2015-70.

"Interest Payment Date" means as to each series of Bonds, each May 1 and November 1, commencing on such May 1 or November 1 as designated by a Supplemental Resolution adopted in connection with such series of Bonds.

"Mail" means mail by first-class postage prepaid or by a form of prepaid overnight delivery selected by the Trustee.

"Mayor" means the Mayor or Vice-Mayor of the Village.

"Original Purchaser" means as to any series of Bonds, the Person or Persons identified as the Original Purchaser thereof in the applicable Supplemental Resolution.

"Outstanding Bonds" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Resolution, except:

- (i) Bonds canceled by the Trustee;
- (ii) Bonds paid or deemed to be paid pursuant to Article VII hereof;
- (iii) Bonds in lieu of which others have been authenticated under Sections 2.07 or 2.08 hereof; and
- (iv) Bonds for which irrevocable (including revocable notice which shall have become irrevocable) notice of redemption has been given and for which moneys have been deposited with the Trustee solely for payment of such Bonds.

"Owner" or "Owners" means the Person or Persons in whose name or names any Bonds shall be registered on the Bond Register.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Principal Office" means, with respect to the Village or the Trustee, the office of such Person located at the address specified in or pursuant to Section 10.04 of this Resolution, or in a Supplemental Resolution, or such other address as may be designated in writing by any such Person to the other Person listed above.

"Project" means the "Improvement Project" described in Village Council Resolution No. R2015-70, as amended from time to time in accordance herewith and with the Act.

"Project Fund" means the fund by that name established in Section 5.02 hereof.

"Qualified Investments" means any investment permitted by State law and any applicable investment policy of the Village, provided that the Trustee may assume that any investment directed by the Village in writing is permitted by applicable law.

"Record Date" means (i) with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding an Interest Payment Date, and (ii) with respect to Bonds that are to be called for redemption, the tenth Business Day preceding the day the notice of redemption is mailed.

"Reserve Fund" means the fund by that name established pursuant to Section 5.02 hereof.

"Reserve Fund Requirement" means, means, unless otherwise provided by Supplemental Resolution with respect to a series of Bonds, as to any series of Bonds secured by an account in

the Reserve Fund, the lesser of (i) 10% of the stated principal amount of such series of the Outstanding Bonds, (ii) the maximum amount of principal and interest scheduled to become due on the Outstanding Bonds of such series in the current or any succeeding Bond Year, or (iii) 125% of the average annual debt service on such series of the Outstanding Bonds (calculated on a Bond Year basis at the time of issuance only). If any series of Bonds has more than a de minimis amount of original issue discount or premium (as defined in Treas. Reg. '1.148-1(b)), then the issue price (as defined in said regulation) of such series of Bonds (net of any pre-issuance accrued interest) shall be used to measure the aforesaid 10% limitation in lieu of the stated principal amount of such series of Bonds.

"Resolution" means this Resolution, pursuant to which the Bonds are authorized to be issued, including any Supplemental Resolutions.

"Special Assessments" means the special assessments levied and assessed by the Village in accordance with the Act and the Assessment Resolution.

"State" means the State of Florida.

"Supplemental Resolution" means any resolution supplemental to this Resolution adopted by the Village in accordance with Article IX hereof.

"Taxable Bond" means any Bond other than a Tax-Exempt Bond.

"Tax-Exempt Bond" means any Bond that at the time of issuance thereof was accompanied by an opinion of Bond Counsel to the effect that the interest thereon is excluded from gross income of the Owner thereof for federal income tax purposes.

"Trustee" means the Person appointed and serving as such in accordance with Article VIII of this Resolution.

"Trust Estate" means the Special Assessments and any amounts held in the funds and accounts hereunder, to the extent pledged to the Owners pursuant to Section 5.01 hereof.

"Village" means the Village of Wellington, Florida, a municipality of the State.

"Village Council" means the Village Council of the Village.

"Village's Engineer" means the engineer or firm of engineers serving as the Village's general engineer.

"Village Representative" means, at any time, the person or persons at the time designated to act on behalf of the Village by written certificate furnished to the Trustee containing the specimen signatures of such persons and signed on behalf of the Village by the Mayor.

Section 1.03. Resolution to Constitute a Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall be

the Owners thereof from time to time, this Resolution shall constitute a contract between the Village and the Owners, and all covenants and agreements herein set forth to be performed by the Village shall be for the equal and ratable benefit and security of all of the Owners without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds, except as expressly provided in or permitted by this Resolution.

## ARTICLE II

### THE BONDS

Section 2.01. Limitation on Issuance of Bonds. No obligations of the Village payable from or secured by the Special Assessments may be issued except in accordance with the provisions of this Article II.

Section 2.02. Authorization of Bonds. Subject and pursuant to the provisions of this Resolution, special obligations of the Village to be known as "Special Assessment Bonds, Saddle Trail Park (South) Neighborhood Improvement Project," are hereby authorized to be issued in one or more series under and secured by this Resolution, in an aggregate principal amount not to exceed \$5,820,000.00, for the purpose of financing the Cost of the Project, and/or refunding any Bonds, including paying costs incidental to the issuance of such Bonds. The designation of Bonds issued for the purpose, in whole or in part, of refunding other obligations of the Village for the Unit shall include the word "Refunding." The designation of Taxable Bonds shall include the word "Taxable." For the purpose of calculating the permitted principal amount of Bonds issued, any Bonds which are to be or which have been refunded shall not be taken into account except to the extent of the principal amount thereof paid, whether prior to or after the issuance of the refunding Bonds, from proceeds of the Special Assessments.

All Bonds shall be on a parity with all other Bonds for all purposes of this Resolution, including the right to payment and lien on the Special Assessments and amounts in the funds and accounts established hereunder, except that any amounts in a separate account in the Reserve Fund established in connection with a series of Bonds shall be subject to a lien and right to payment only in respect of such series of Bonds..

After the issuance of any Tax-Exempt Bonds, no other Bonds shall be issued unless, in the opinion of Bond Counsel, the issuance of such Bonds will not result in the interest on any Tax-Exempt Bonds becoming includable in the gross income of the Owners thereof for federal income tax purposes.

Section 2.03. Description of Bonds; Medium of Payment. Each series of Bonds shall bear a series designation to distinguish it from all other series of Bonds, shall be dated, shall be stated to mature, subject to the right of prior optional or mandatory redemption, or both, if any, on such dates within twenty two years from the date of issuance of the first series of Bonds hereunder, shall be in the principal amount, shall bear interest at such rate or rates not in excess of the maximum rate permitted by law, payable on such Interest Payment Dates, shall be in registered form, shall have such other details, and shall be sold in such manner to such purchasers upon the payment of such purchase price, all as shall be provided herein and in a Supplemental Resolution

applicable to such series of Bonds. Unless otherwise provided in a Supplemental Resolution with respect to a series of Bonds, the Bonds shall be issued in the denomination of \$5,000 or any integral multiple in excess thereof.

The principal of, premium, if any, and the interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Village with the manual or facsimile signature of the Mayor and shall have impressed or imprinted thereon the official seal of the Village or a facsimile thereof, and be attested with the manual or facsimile signature of the Clerk. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any officer whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such signatory had remained such officer until delivery. Any Bond may be executed on behalf of the Village by a person who, at the time of execution is the proper person, although on the date of such Bond that person was not the proper person.

Section 2.05. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed on behalf of the Trustee by the manual or facsimile signature of its authorized signatory; such executed certificate of the Trustee upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory execute the certificate of authentication on all of the Bonds. At least one of the signatures on each Bond required by Section 2.04 or 2.05 hereof shall be a manual signature.

Section 2.06. Form of Bonds. The Bonds are to be in substantially the form set forth on Exhibit A attached hereto, with such variations, omissions and insertions as permitted or required by this Resolution or a Supplemental Resolution.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Village shall execute and the Trustee shall authenticate a new Bond of the same series, of like date, interest rate, maturity and denomination to that of the mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Village and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee and not objected to by the Village, together with an indemnity satisfactory to the Trustee and not objected to by the Village. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate Bond, the Trustee, on behalf of the Village, may pay the same without surrender thereof, making such requirements as it deems fit for its protection and that of the Village, including the furnishing of evidence and indemnity the same as in the case of the issuance of a new Bond. The Village and

the Trustee may charge the Owner of such Bond with their reasonable fees and expenses for such service and any tax or other governmental charge in connection therewith.

Section 2.08. Registration and Exchange of Bonds; Persons Treated as Owners. So long as any of the Bonds shall remain unpaid, the Village will cause books for the registration and transfer of such Bonds to be maintained and kept at the Principal Office of the Trustee, acting, only for purposes of Treasury Regulation Section 5f.103-1(c)(1)(i), as agent of the Village. The Bonds shall be transferable only upon the Bond Register. Notwithstanding the foregoing, a Supplemental Resolution may authorize the issuance of Taxable Bonds in bearer form.

At reasonable times and under reasonable regulations established by the Trustee, the Bond Register with respect to a series of Bonds may be inspected and copied by the Village or by any Owner (or a representative of one or more Owners) of ten percent or more in aggregate principal amount of Bonds of such series then Outstanding.

Bonds of any series may be exchanged, at the option of their Owner, for Bonds of any authorized denomination or denominations of the same series in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being exchanged. The exchange shall be made upon presentation and surrender at the Principal Office of the Trustee of the Bond being exchanged, duly endorsed for exchange (or accompanied by an assignment duly executed) by the Owner or the Owner's attorney-in-fact duly authorized in writing.

Any Bond may be transferred upon presentation and surrender at the Principal Office of the Trustee of the Bond being transferred, duly endorsed for transfer (or accompanied by an assignment duly executed) by the Owner or the Owner's attorney-in-fact duly authorized in writing. Upon transfer of any Bond the Trustee shall deliver to the transferee a new Bond or Bonds of the same series registered in the name of the transferee, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bond presented and surrendered for transfer.

In all cases in which Bonds shall be exchanged or transferred hereunder, the Village shall execute, and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. In each case, the Village and the Trustee may require the payment by the Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and such charge shall be paid before a new Bond is issued.

Neither the Village nor the Trustee shall be required to transfer or exchange any Bond of a series during the period beginning ten (10) Business Days before the date of the mailing of a notice of redemption of Bonds of such series and ending at the close of business at the Principal Office of the Trustee on the day of such mailing, or to transfer or exchange any Bond called for redemption, in whole or in part.



Bonds delivered upon any transfer or exchange as provided herein, or in replacement of a lost, stolen, destroyed or mutilated Bond as provided in Section 2.07 hereof, shall be valid limited obligations of the Village, evidencing the same debt as the Bonds surrendered for transfer or exchange, mutilated, lost, stolen or destroyed, shall be secured by this Resolution and shall be entitled to all the security and benefits hereof to the same extent as the Bonds surrendered for transfer or exchange, mutilated, lost, stolen or destroyed, as the case may be.

The Person in whose name any Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, and interest on any Bond shall be made only to or upon the written order of the Owner or the Owner's duly authorized attorney-in-fact. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.09. Destruction of Bonds. Whenever any Bond shall be delivered to the Trustee upon payment of the principal amount, in whole or in part, and premium, if any, and interest represented thereby, or for replacement pursuant to Sections 2.07 or 2.08 hereof, or otherwise for cancellation, such Bond shall be promptly canceled and cremated or otherwise destroyed, and a certificate of destruction evidencing such cremation or other destruction shall be retained by the Trustee and a copy thereof shall be forwarded to the Village upon request.

Section 2.10. Issuance of Bonds. Prior to the issuance of any series of the Bonds there shall be filed with the Trustee:

- (1) A copy, duly certified by the Clerk, of this Resolution and the Supplemental Resolution or Resolutions adopted by the Village authorizing the issuance of such series of Bonds and fixing the details thereof;
- (2) A request and authorization of the Village to the Trustee, signed by the Mayor, to authenticate and deliver the Bonds to the Original Purchaser, upon payment to or for the account of the Village, of a sum specified in such request and authorization;
- (3) A copy, duly certified as being in full force and effect by the Clerk, of the Assessment Resolution; and
- (4) An opinion or opinions of Bond Counsel to the effect that the issuance of such Bonds is permitted hereby and by applicable law.

### ARTICLE III

#### REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Authorization of Redemption Provisions. The Bonds may be subject to redemption prior to maturity in the manner and on such date or dates as specified by Supplemental Resolution(s).

Section 3.02. Notice of Redemption. Unless otherwise provided in a Supplemental Resolution for a series of Bonds, notice of the call for any redemption of Bonds shall be given by the Trustee by mailing a copy of a redemption notice by Mail, at least thirty days and not more than sixty days prior to the date fixed for redemption, to the Owner, as shown on the Bond Register at the close of business at the Principal Office of the Trustee on the Record Date, of each Bond to be redeemed in whole or in part at the address of such Owner shown on the Bond Register. No notice of the optional redemption of Bonds may be given unless funds for such redemption are irrevocably deposited with the Trustee prior to giving such notice or unless the notice expressly states that the redemption is subject to deposit of funds by the Village. The notice of redemption shall state:

- (i) the redemption date;
- (ii) the redemption price;
- (iii) the date of the notice of redemption;
- (iv) the series designation of the Bonds being redeemed;
- (v) if less than all Bonds of a series or maturity are to be redeemed, the distinctive numbers and letters, including CUSIP numbers, if any, of such Bonds to be redeemed;
- (vi) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed;
- (vii) that on the redemption date the redemption price will become due and payable upon each such Bond or portion called for redemption, and that, sufficient moneys being on hand with the Trustee and available to pay such redemption price, interest thereon shall cease to accrue from and after said date;
- (viii) the place where such Bonds are to be surrendered for redemption, and giving the name, address, and telephone number of the Trustee and listing a contact person; and,
- (ix) if any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall also state that on or after the

redemption date, upon surrender of such Bond, a new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

The failure to give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred. Any notice prepared and mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

The Trustee shall send an additional copy of the redemption notice, by registered or certified mail, to any Owner of a Bond called for redemption in whole or in part which has not been presented for redemption by the sixtieth day after the redemption date, such notice to be sent by the Trustee at any time after the sixtieth day after the redemption date and before the ninetieth day after the redemption date. Failure of the Trustee to send any such additional notice shall not affect the validity of any proceedings for the redemption of Bonds.

Section 3.03. Redemption Payments. Upon the giving of notice of redemption in accordance with Section 3.02 hereof, the Bonds or portions thereof called for redemption shall become due and payable on the redemption date at the redemption price and, if the funds necessary to effect such redemption are on deposit with the Trustee and available therefor, such Bonds or portions thereof shall cease to bear interest from and after the redemption date; and such Bonds or portions thereof shall cease from and after the redemption date to be entitled to any benefit of or security under this Resolution, and the Owners thereof shall have no rights in respect of such Bonds or portions thereof except the right to receive payment of the redemption price thereof. If any Bond or portion thereof called for redemption shall not be paid at the redemption date or upon surrender thereof for redemption, whichever is the later to occur, because moneys necessary to effect such redemption are not on deposit with the Trustee and available therefor, such Bond shall continue to bear interest as if it had not been called for redemption.

All moneys deposited with the Trustee for the redemption of particular Bonds or portions thereof shall be held in trust for the account of the Owners thereof and not for any other Bonds, and shall be paid to such Owners, respectively, upon presentation and surrender of those Bonds.

Section 3.04. Partial Redemption of Bonds. Unless otherwise provided by Supplemental Resolution, in the case of any partial redemption of Bonds of a particular series and maturity or maturities the Trustee shall select from such series and maturity or maturities the Bonds or portions thereof to be redeemed by lot or in such other random manner as the Trustee in its discretion may deem proper and, for this purpose, each \$5,000 unit of principal amount represented by any Bond shall be considered a separate Bond for purposes of selecting the Bonds to be redeemed. In case a Bond is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by any Bond is to be called for redemption, then, upon notice of intention to redeem such \$5,000 units of principal amount of such Bond, the Owner of such Bond shall surrender such Bond (at the place designated in the notice of redemption) for payment to such Owner of the redemption price of the principal

amount of such Bond called for redemption. If the Owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 units of principal amount called for redemption (and to that extent only).

Upon surrender of any Bond for redemption in part only, the Village shall execute and the Trustee shall authenticate and deliver or cause to be delivered to the Owner thereof, without charge, a new Bond or Bonds of the same series and the same interest rate and maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 3.05. No Partial Redemption After Default. Anything in this Resolution to the contrary notwithstanding, if the payment of principal, premium, if any, or interest on the Bonds shall not be made when due and such default shall be continuing, there shall be no optional redemption of less than all of the Bonds Outstanding, unless such optional redemption shall cure such default.

## ARTICLE IV

### GENERAL COVENANTS OF ISSUER

Section 4.01. Levy of Special Assessments; Payment of Bonds. The Village will impose and take all lawful and necessary action to collect Special Assessments in amounts, subject to the limitations set forth herein, in the Assessment Resolution and in the Act, sufficient to pay the principal of, premium, if any, and interest on the Bonds and to make any required deposits to the Reserve Fund as herein provided. The amount of Special Assessments shall not exceed the amount provided for pursuant to the Assessment Resolution.

Section 4.02. Payment of Principal, Premium, if Any, and Interest; Limited Obligation. Subject to Section 4.01 hereof, the Village covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Resolution at the place, on the dates and in the manner provided herein and therein, provided that the principal of, premium, if any, and interest on the Bonds are payable solely from the Trust Estate and nothing in the Bonds or in this Resolution shall be construed as pledging any other funds or assets of the Village. Neither the State nor the Village nor any other political subdivision of the State shall in any event be liable for the payment of the principal of, premium, if any, and interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Village from any property other than the Trust Estate.

Section 4.03. Enforcement of Payment of Special Assessments. The Village will diligently and faithfully within the time required by law institute such actions to enforce the collection of all Special Assessments and any interest and penalties thereon in the manner provided by the Assessment Resolution and the Act. Any proceeds received by the Village (net of any costs of such action) from any action instituted to enforce the collection of any delinquent

Special Assessments, including any proceeds from the sale of lands or tax certificates, shall be deposited into the Bond Fund and/or Reserve Fund as provided in Sections 5.07 and 5.09 hereof.

Section 4.04. Performance of Covenants. The Village covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Village covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to adopt this Resolution, and to pledge the Special Assessments and other amounts hereby pledged in the manner and to the extent herein set forth, that all action on its part for the adoption of this Resolution has been duly and effectively taken, and that the Bonds in the hands of the Owners will be valid and enforceable obligations of the Village according to the terms thereof and hereof.

Section 4.05. Instruments of Further Assurance. The Village will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, any such further reasonable acts, instruments and transfers as may be necessary for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Owners and the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 4.06. Books and Records. The Village shall keep an accurate record of the levy and the collection of the Special Assessments which books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Village. Such record shall be open to the inspection of the Owners and their agents and representatives at all reasonable times. At any and all reasonable times the Owners, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books and records of the Village pertaining to the Special Assessments and the Bonds, and to make such copies and memoranda from and with regard thereto as may be desired, in accordance with the provisions of the applicable public record laws of the State.

Section 4.07. Annual Audit. The Village Council shall, within one year after the end of each Fiscal Year, or such earlier date as may be required by law, cause the books, records and accounts relating to Village (which shall include the Bonds) for the preceding Fiscal Year to be properly audited by an independent firm of certified public accountants. Such audits shall contain a complete report of operations of the Village and shall contain a certificate of the auditors disclosing any default on the part of the Village of any covenant herein that has been disclosed by reason of such audit, or stating that no such default has been disclosed. A copy of such annual audit shall be furnished by the Village to any Owner of any Bond who shall have requested in writing that a copy of such audit be furnished to such Owner.

Section 4.08. Compliance with Tax Requirements. The Village hereby covenants and agrees, for the benefit of the Owners from time to time of the Tax-Exempt Bonds, to comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Code to the extent necessary to preserve the exclusion of interest on the Tax-

Exempt Bonds from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Village covenants and agrees:

- (1) to pay to the United States of America from, to the extent legally available, the funds and sources of revenues pledged to the payment of the Bonds, and from any other legally available funds, at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Tax-Exempt Bonds, plus any income attributable to such excess (the "Rebate Amount");
- (2) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code;
- (3) to refrain from using proceeds of the Bonds in a manner that would cause the Tax-Exempt Bonds or any of them, to be classified as private activity bonds under Section 141(a) of the Code; and
- (4) to take any action, including the making of any "yield reduction payment" pursuant to Treas. Reg. Section 1.148-5(c), that would prevent the Tax-Exempt Bonds from becoming, and to refrain from taking any action that would cause the Tax-Exempt Bonds to become, arbitrage bonds under Section 103(b) and Section 148 of the Code.

The Village understands that the foregoing covenants impose continuing obligations on the Village to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Notwithstanding any other provision of this Resolution, the Trust Estate may be used to satisfy the Village's obligations under this Section 4.08 provided that such use does not impair the Village's ability to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable.

Section 4.09. Completion and Maintenance of Project. The Village will complete the Project with all reasonable dispatch in a sound and economical manner and in accordance with the Act and the Assessment Resolution. All Improvements will be owned by the Village or another political subdivision of the State and all Improvements shall be available for use by the general public on the same basis, subject only to conditions imposed by the Village or another political subdivision of the State as may be necessary to protect the health, safety and general welfare of the public or to protect such Improvements from damage, misuse, or destruction.

The Village shall observe and perform all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project.

Section 4.10. No Amendment of Project of Assessment Methodology Report. The Village covenants that it will not amend the description of the Project or Assessment Methodology Report except in accordance with the Act and unless the Village shall first receive an opinion of Bond Counsel to the effect that any such amendment, and the completion of the Project as modified, if applicable, will not adversely affect the tax exempt status of any of the Tax-Exempt Bonds.

## ARTICLE V

### REVENUES AND FUNDS

Section 5.01. Bonds Secured by Lien on Special Assessments. The Bonds shall be payable solely from and shall be secured solely by, and the Village hereby grants to the Owners, a lien on and pledge of the Special Assessments, and, subject to application thereof as provided herein, any amounts held in the funds and accounts established hereunder, provided, that, if so provided by the applicable Supplemental Resolution, any amounts on deposit in a separate account of the Reserve Fund created in connection with a series of Bonds shall be subject to a lien in favor of and right to payment with respect to only such series of Bonds. The Village covenants that until all Outstanding Bonds together with any interest thereon shall have been paid or provision made for their payment it will not create or permit to be created any charge or lien on the Special Assessments or the funds and accounts created hereunder whether ranking prior to, equal with or subordinate to the charge or lien of the Bonds issued pursuant to this Resolution. The Bonds and the obligations evidenced thereby shall not be general obligations or indebtedness of the Village but shall be special obligations payable solely from the sources provided herein. No Owner shall ever have the right to compel the exercise of any taxing power of the Village to pay the Bonds or the interest thereon except as provided herein, or to make any other payments provided for in this Resolution, or be entitled to payment of such principal and interest from any funds other than those pledged herein for such purpose. The Bonds shall not constitute a lien upon any of the real or personal property of the Village other than the Trust Estate.

Section 5.02. Creation of Funds. Upon the issuance of the first series of Bonds there shall be created and established the following funds to be held by the Trustee in trust upon the terms and provisions hereof until such time as no Bonds are Outstanding (unless earlier closed in accordance herewith):

- (a) A Bond Fund;
- (b) A Project Fund;
- (c) A Reserve Fund; and
- (d) A Cost of Issuance Fund.

If so provided by Supplemental Resolution, a separate account in the Reserve Fund may be created with respect to any one or more series of Bonds.

Section 5.03. Disposition of Bond Proceeds. Proceeds from the sale of any series of Bonds shall be applied pursuant to a Supplemental Resolution adopted prior to the issuance of such series of Bonds.

Section 5.04. Disbursements From and Records of Cost of Issuance Fund. Amounts shall be deposited in the accounts in the Cost of Issuance Fund pursuant to Supplemental Resolution(s). Amounts in an account in the Cost of Issuance Fund shall be used to pay the costs of issuance of the Bonds. The Trustee shall make disbursements from the Cost of Issuance Fund only upon receipt of a Disbursement Approval signed by an Village Representative. Upon written certification to the Trustee by the Village that any funds remaining in an account of the Cost of Issuance Fund are unnecessary for the purposes of such account, such funds shall be transferred first to the Reserve Fund (and if there is more than one account in the Reserve Fund with a deficiency therein, between or among such accounts based upon the relative amount of the deficiency in each) and then to the Bond Fund, and the Cost of Issuance Fund shall then be closed.

Section 5.05. Payments into Project Fund. Amounts shall be deposited in the Project Fund pursuant to Supplemental Resolution(s).

Section 5.06. Disbursements from and Records of Project Fund; Completion Date.

(a) Monies in the Project Fund shall be used to pay the Cost of the Project as the same shall be incurred.

(b) The Trustee shall make disbursements from the Project Fund only upon receipt of a Disbursement Approval signed by an Village Representative. If so requested by the Village, after the Project Fund has been fully disbursed, the Trustee shall file copies of the records pertaining to the Project Fund and disbursements therefrom with the Village, provided that the Trustee shall keep such records until no Bonds remain Outstanding.

(c) The completion of the Project shall be determined by the Village's Engineer who shall indicate such fact in writing to the Village and the Trustee. Upon the completion of the Project and payment of all costs thereof that are to be paid from the Project Fund, as provided herein, or upon a determination of the Village that no further Costs of such Project shall be paid from the Project Fund, which determination shall be based in part upon a written opinion of Village's Counsel or Bond Counsel that such determination and the application of remaining amounts in such account in the Project Fund as hereafter set forth are permitted by the Act and do not legally impair the Village's ability to impose the Special Assessments, any unused proceeds of the Bonds remaining in the Project Fund shall be deposited in the Bond Fund and applied to the payment of Bonds in accordance with Section 5.08 hereof. Any transfers from the Project Fund to the Bond Fund as provided in this Section 5.06(c) shall be made by the Trustee only upon the written direction of the Village, upon which the Trustee may conclusively rely.



Section 5.07. Payments into Bond Fund. There shall be deposited to the credit of the Bond Fund such amount, if any, as may be set forth in the applicable Supplemental Resolution. The Village covenants and agrees to deposit to the credit of the Bond Fund, as and when received, all Special Assessment proceeds, which amounts, together with other moneys on deposit therein, shall be sufficient to pay the principal, premium, if any, and interest on the Bonds as the same shall become due and payable whether at maturity or upon proceedings for mandatory or optional redemption.

The Village shall not be required to make any further payments into the Bond Fund when the aggregate amount on deposit therein and the Reserve Fund is at least equal to the total amount of principal, premium, if any, and interest due or to become due on the then Outstanding Bonds until their scheduled maturity or redemption.

Section 5.08. Payments from Bond Fund. Moneys in an account of the Bond Fund shall be used solely to pay principal, premium, if any, and interest on the Bonds when due whether at maturity or upon mandatory or optional redemption. The Trustee shall, from time to time, as principal, premium, if any, and interest on the Bonds shall become due, withdraw from the Bond Fund for payment to the Owners, such amounts as shall be due and payable. If on the fifth (5th) business day prior to an Interest Payment Date there shall be insufficient funds in the Bond Fund to pay debt service due on the Bonds on such Interest Payment Date, the Trustee shall, either by telephone or email, notify the Village of the amount of such deficiency.

Section 5.09. Payments into Reserve Fund; Disbursements. There shall be deposited in an account in the Reserve Fund the amount, if any, set forth in a Supplemental Resolution. No further payments shall be required to be made into any account of the Reserve Fund as long as there shall be on deposit therein an amount equal to the Reserve Fund Requirement therefor. If at any time the amount on deposit in an account of the Reserve Fund is less than the Reserve Fund Requirement therefor, the Village may, but shall not be required to, restore such deficiency from legally available funds of the Village, otherwise such deficiency shall be subsequently restored from the first Special Assessment proceeds available therefor after all required current payments pursuant to Section 5.07 hereof have been made in full, and the Village shall levy Special Assessments sufficient to restore such deficiency at the earliest legal opportunity. If at any time there shall be a deficiency in more than one account in the Reserve Fund, funds available for deposit to the Reserve Fund shall be allocated among the accounts as to which the deficiency exists pro-rata, based upon the relative deficiencies among all such accounts. If at the time of any valuation of amounts on deposit in the Reserve Fund pursuant to Section 6.01(c) hereof the amount on deposit in an account in the Reserve Fund exceeds the Reserve Fund Requirement therefor, the excess amount shall be deposited into the Bond Fund and shall be credited against any future moneys required to be deposited in such account in the Bond Fund.

Moneys in an account of the Reserve Fund shall be used only for the purpose of making payments on the same series of Bonds as to which account in the Reserve Fund was established to the extent the amounts otherwise available therefor are insufficient. If at any time there shall be insufficient funds in the Bond Fund to pay the debt service on a series of Bonds secured by an account in the Reserve Fund, the Trustee shall transfer from the account of the Reserve Fund

established in connection with the such series of the Bonds an amount equal to such deficiency which shall be used to make such payment.

Section 5.10. Nonpresentment of Bonds; Disposition of Unclaimed Money. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or otherwise, if funds sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Owner thereof, all liability of the Village to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for any subsequent interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on the part of such Owner under this Resolution or on, or with respect to, such Bond. Any moneys so deposited with and held by the Trustee for the payment of Bonds not so claimed within seven years after the date the payment of such Bonds shall have become due, whether at maturity or otherwise, shall be presumed abandoned and shall be returned to the Village, and the Village shall comply with the provisions of Chapter 717, Florida Statutes, or any successor thereof, in respect of such moneys.

Section 5.11. Moneys To Be Held in Trust. Subject to the provisions hereof concerning amounts in the Bond Fund, Reserve Fund, Cost of Issuance Fund and Project Fund, all moneys required to be deposited with or paid to the Trustee for the account of any fund referred to in any provision of this Resolution shall be held by the Trustee in trust for the benefit of the Owners, and except for moneys deposited with or paid to the Trustee for the purchase of Bonds, notice of the purchase of which has been duly given, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 5.12. Repayment to Village From Funds. Any amounts remaining in the Bond Fund (except amounts held by the Trustee pursuant to Section 5.10 hereof), Project Fund (after the completion of the Project pursuant to Section 5.06 hereof), Cost of Issuance Fund or Reserve Fund, after the payment in full of the principal of, premium, if any, and interest on the series of Bonds to which such accounts relate, the fees, charges and expenses of the Village and the Trustee and all other amounts required to be paid hereunder, shall be paid to the Village.

Section 5.13. Application of Funds Upon Refunding. Notwithstanding any other provision hereof, in the event of a refunding of Bonds of a series, amounts in the Bond Fund in excess of amounts needed to pay debt service on Outstanding Bonds not being refunded and amounts in any account of the Reserve Fund which secures such series of Bonds as in excess of the Reserve Fund Requirement for such Bonds of such series as will be Outstanding following the refunding, may at the written direction of the Village be applied by the Village to the payment of the Bonds being refunded.

In addition to the foregoing, amounts on deposit in the Bond Fund, Reserve Fund and Project Fund, as aforesaid, may also be applied to such other use as directed by the Village in writing, provided that the Village shall have received an opinion of Bond Counsel to the effect that such use is permitted by the Act, and would not adversely affect the exclusion from gross income of interest on any Tax-Exempt Bonds.

## ARTICLE VI

### INVESTMENT OF MONEYS

#### Section 6.01. Investment of Moneys.

(a) Any moneys held as part of the Bond Fund, Project Fund, Cost of Issuance Fund or Reserve Fund shall be invested and reinvested by the Trustee, at the written direction of the Village (or oral direction promptly confirmed in writing) in Qualified Investments maturing at such times and in such amounts as shall enable the Village to make timely payment of all amounts due hereunder. Any such Qualified Investments shall be held by or under the control of the Trustee. The Trustee shall sell and reduce to cash such Qualified Investments upon the direction of the Village, but in any event at such times as are necessary to timely make all payments required hereunder. Investments and earnings and losses thereon in each fund and account hereunder shall be a part of such fund or account except as otherwise set forth herein.

(b) If the Village does not provide directions to the Trustee for investment of funds in accordance with the requirements hereof, the Trustee shall hold such moneys uninvested and promptly request investment instructions from the Village. In making investments hereunder, or in selling or disposing of investments as required hereby, the Trustee shall be fully protected in relying solely upon the directions of the Village as aforesaid. Under no circumstances whatsoever shall the Trustee be liable to the Village or any Owner for any loss of tax-exempt status of the Tax-Exempt Bonds, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, including for any losses on any investments, so long as the Trustee acts only in accordance with the directions of the Village as provided hereunder.

(c) For the purpose of determining the amount on deposit in any Fund, investments therein shall be valued at fair market value. The Trustee shall value the amounts on deposit in the Bond Fund and the Reserve Fund (i) on each Interest Payment Date after the payment of debt service on the Bonds due on such date, (ii) on the day after any withdrawal from the Reserve Fund, and (iii) on such other date or dates as the Village may direct in writing.

## ARTICLE VII

### DISCHARGE OF LIEN

Section 7.01. Discharge of Lien. If the Village shall pay or cause to be paid to the Owners of the Bonds the principal of, premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated therein and herein, and if the Village is not in default in any of the other covenants and promises in the Bonds and in this Resolution or any Supplemental Resolution expressed as to be kept, performed and observed by it or on its part, and if the Village shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease,

determine and be void, whereupon the Trustee shall, upon demand of the Village, execute and deliver to the Village such instruments in writing, if any, as shall be requisite to release the lien hereof, and reconvey, release, assign and deliver unto the Village any and all of the estate, right, title and interest in and to any and all rights or interests in property assigned or pledged to the Trustee or otherwise subject to the lien of this Resolution, except for amounts held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds. Notwithstanding the foregoing, those provisions of this Resolution and any Supplemental Resolution relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and the duties of the Trustee in connection with all of the foregoing shall remain in full force and effect and shall be binding upon the Trustee and the Owners notwithstanding the release and discharge of the lien of this Resolution. Any written instrument as shall be requisite to release the lien of this Resolution as described in the first sentence hereof shall be prepared by the Village, at its expense, and provided to the Trustee for execution by the Trustee.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Resolution when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms hereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment (1) moneys sufficient to make such payment and/or (2) Governmental Obligations maturing as to principal, premium, if any, and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Resolution, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be accepted by the Trustee or deemed a payment of any such Bond as aforesaid until (I) proper and irrevocable notice is given by the Village to the Trustee to give proper notice of redemption of such Bond and to redeem such Bond in accordance with Article III of this Resolution, (II) in the event such Bond is not to be redeemed within the next succeeding sixty days, until the Village shall have given the Trustee on behalf of the Village, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owner(s) of the Bond that the deposit required by (a)(ii) above has been made with the Trustee and that said Bond is deemed to have been paid in accordance with this Article VII and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bond, plus interest thereon to the due date thereof, and (III) the Trustee shall have received an opinion of Bond Counsel, addressed to at least the Village and Trustee, to the effect that such deposit and use will not in

and of itself adversely affect the exclusion from gross income of the Owners for federal income tax purposes of the interest on any Tax-Exempt Bonds issued hereunder.

All moneys so deposited with the Trustee as provided in this Article may at the direction of the Village be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth. Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article VII, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Governmental Obligations have been so set aside in trust, provided, that any amounts held by the Trustee pursuant to this Article VII which are not required for the payment of the principal, premium, if any, and interest thereon with respect to which such moneys shall have been so deposited shall be deposited in such account of the Bond Fund as designated by the Village as and when realized and collected for use and application as are other moneys deposited in such account of the Bond Fund, provided that if all the Bonds shall have been paid any such amounts shall be paid to the Village.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and such Bonds shall not have in fact become due and payable, no amendment to the provisions of this Article shall be made without the consent of the Owner of each Bond affected thereby.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the second paragraph of this Section 7.01 shall be accepted by the Trustee or deemed a payment of Bonds as aforesaid until, in addition to the items required by the third paragraph of this Section 7.01, the Trustee shall have received (x) a report of an independent certified public accountant selected by the Village, and addressed to at least the Trustee, and verifying the mathematical accuracy of calculations performed by or on behalf of the Village demonstrating the sufficiency of the Governmental Obligations and/or cash deposited with the Trustee to pay the principal of, premium, if any, and interest on the Bonds to their date of maturity or redemption as aforesaid and (y) an opinion of Bond Counsel addressed to at least the Village and the Trustee to the effect that all requirements hereof to the defeasance of such Bonds shall have been satisfied. The Trustee may conclusively rely upon such report as establishing the sufficiency of such investments and cash to make such payments.

## ARTICLE VIII

### TRUSTEE

Section 8.01. Acceptance of Trusts. Prior to the issuance of Bonds hereunder the Village shall appoint the Trustee and shall obtain a written acceptance of such Trustee of the duties, obligations and trusts imposed upon the Trustee by this Resolution.

Section 8.02. Certain Rights of the Trustee. The duties, obligations and trusts imposed upon the Trustee hereunder shall be subject to the following:

(a) Prior to the occurrence of an Event of Default, the Trustee undertakes to perform such duties and only such duties of the Trustee as are specifically set forth in this Resolution and no implied duties or obligations shall be imposed against the Trustee. Subject to Section 8.11 hereof, during the occurrence and continuation of an Event of Default the Trustee shall use the same degree of care and skill in the exercise of its rights and powers hereunder as an ordinary prudent trustee would exercise or use in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Village) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for the validity of this Resolution or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, except as hereinafter set forth; but the Trustee may require of the Village full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the Trust Estate.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Village Representative as sufficient evidence of the facts therein contained and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the officials of the Village who executed the Bonds (or their successors in office) under the seal of the Village

to the effect that a resolution in the form therein set forth has been adopted by the Village as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Resolution shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default.

(h) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(i) With respect to the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Resolution, the Trustee shall have the right, but shall not be required, to demand any reasonable showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee provided that this subsection 8.02(i) shall not limit the obligation of the Trustee to comply with the provisions hereof, and in particular, those with respect to payment of the Bonds.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law.

(k) The Trustee shall not be liable for any error of judgment made by it in good faith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(l) No provision of this Resolution shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the proper performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(m) The Trustee shall not be responsible or liable for any loss suffered in connection with any investment made in accordance herewith which is made at the instruction of the Village.

(n) The Trustee shall provide to any Owner, upon written request, upon payment of any reasonable fee, copies of any documents deposited with the Trustee by the Village pursuant to this Resolution.

Section 8.03. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee in connection with such services, and the Village agrees to pay such fees from legally available moneys of the Village, provided that the Village shall not be required to pay any counsel fees or other expenses incurred by the Trustee as a result of the Trustee's own negligence or willful misconduct.

Section 8.04. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. All covenants and stipulations herein shall inure to the benefit of and be available to the successors and assigns of Trustee.

Section 8.05. Resignation by Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving sixty days' written notice by registered or certified mail to the Village. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article VIII prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the resigning Trustee shall forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such resignation shall only become effective upon the appointment of a successor Trustee.

Section 8.06. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing signed by an authorized Village Representative and delivered to the Trustee, such removal to become effective only upon the appointment of a successor Trustee.

Section 8.07. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Village. Every such Trustee appointed pursuant to the provisions of this Section shall be a financial institution with powers of a trust company within the State in good standing, authorized by law to perform the duties required of it hereunder.

Section 8.08. Acceptance by Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Village an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor. Such predecessor shall, nevertheless, on the written request of the Village, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder. Every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Village be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed,



acknowledged and delivered by the Village. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be in a form recordable under the laws of the State, and shall be filed or recorded by the successor Trustee in each recording office, if any, where this Resolution shall have been filed or recorded. The predecessor Trustee shall retain the right to any fee or charges due and owing to such predecessor Trustee.

Section 8.09. Appointment of Co-Trustee. It is the purpose of this Resolution that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that in case of litigation under this Resolution and in particular in case of the enforcement hereof upon default hereunder, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold the properties in trust as herein provided, or take any other action which may be desirable or necessary in connection therewith, the Trustee may upon notice to the Village appoint an individual or institution as a separate or Co-Trustee, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Resolution to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or Co-Trustee, but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them. Every Co-Trustee appointed pursuant to this section shall be an individual or institution legally empowered to perform as such hereunder.

Should any deed, conveyance or instrument in writing from the Village be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Village. In case any separate or Co-Trustee, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or Co-Trustee.

Section 8.10. Accounting by Trustee. Upon request of the Village, the Trustee shall render in a timely manner a full accounting of any funds held by it from time to time pursuant to this Resolution.

Section 8.11. Responsibilities of Trustee - Default. The Trustee is not required or authorized by this Resolution to take any action in the event that the Village defaults in the payment of the Bonds or fails to fulfill any other covenant or condition required of the Village or imposed upon the Village by the Resolution, except as expressly set forth in this Resolution or a Supplemental Resolution. This Section 8.11 may not be amended without the prior written consent of the Trustee.

## ARTICLE IX

### SUPPLEMENTAL RESOLUTIONS

Section 9.01. Limitations. Prior to the issuance of Bonds hereunder, this Resolution may be amended, revised or revoked, in whole or in part, by subsequent resolution of the Village. This Resolution shall not be modified or amended in any respect subsequent to the issuance of Bonds hereunder except as provided in and in accordance with this Article IX.

Section 9.02. Supplemental Resolutions Not Requiring Consent of Owners. After the issuance of Bonds hereunder, the Village may, without consent of or notice to any Owner, enact one or more Supplemental Resolutions for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution;
- (b) To grant to or confer upon the Owners or the Trustee for the benefit of the Owners any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners or the Trustee;
- (c) To subject to this Resolution additional revenues, properties or collateral or to add to the covenants and agreements of the Village herein set forth other covenants and agreements hereafter to be observed by the Village or to surrender any right or power herein reserved to or conferred upon the Village;
- (d) To modify, amend or supplement this Resolution or any Supplemental Resolution in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any of the states or of the United States of America, or to achieve compliance of the Bonds with applicable federal tax law;
- (e) In connection with any other change herein which, in the judgment of the Village, is not materially adverse to the Trustee or the Owners;
- (f) To provide for the issuance of additional series of Bonds.

Section 9.03. Supplemental Resolutions Requiring Consent of Owners. Exclusive of Supplemental Resolutions permitted by Section 9.02 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of more than fifty percent in aggregate principal amount of the Outstanding Bonds shall have the right, from time to time, anything contained in this Resolution other than in this Article IX to the contrary notwithstanding, to consent to and approve the adoption by the Village of such other Supplemental Resolutions as shall be deemed necessary and desirable by the Village for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution; provided, however, that nothing in this Article IX shall permit, or be construed as permitting, without the

written consent of the Owners of all Bonds Outstanding, (a) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or premium on, any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bonds over any other Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolutions, or (e) the creation of any lien ranking prior to or on a parity with the lien of the Bonds on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (f) the deprivation of the Owner of any Outstanding Bond of the lien hereby created on the Trust Estate.

If at any time the Village shall determine that it is desirable to adopt any such Supplemental Resolution for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Resolution to be given by Mail to each Owner. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Owners. If the Owners of more than the required percentage in aggregate principal amount of the Bonds Outstanding shall have in writing consented to and approved the adoption thereof as herein provided (which consent and approval shall, if given, be irrevocable), no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Trustee or the Village from executing the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such Supplemental Resolution as in this Section permitted and provided, this Resolution shall be and be deemed to be modified and amended in accordance therewith. A Supplemental Resolution may be adopted by the Village prior to obtaining the requisite consent of Owners provided that the effectiveness of such Supplemental Resolution is conditioned upon the obtaining of such consent.

Section 9.04. Required Opinion of Bond Counsel. The Village shall not enter into or consent to any Supplemental Resolution unless the Village and Trustee have received an opinion of Bond Counsel to the effect that such action is permitted hereunder and will not impair the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. The Village and the Trustee may rely upon an opinion of Bond Counsel to the effect that any such Supplemental Resolution is permitted by the provisions of this Article IX.

## ARTICLE X

## MISCELLANEOUS

Section 10.01. Consents of Owners. Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Owners may be in any number of concurrent documents and may be executed by such Owners in person or by an attorney-in-fact duly appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such attorney-in-fact or of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Trustee and Village with regard to any action taken by either of them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Bond Register.

Section 10.02. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any Person other than the Village, the Trustee and the Owners, any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Village, the Trustee, and the Owners.

Section 10.03. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 10.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram addressed as follows:

If to the Village:

Village of Wellington, Florida  
12300 Forest Hill Blvd  
Wellington, FL 33414  
Attn: Village Manager

If to the Trustee, at the address thereof designated in a Supplemental Resolution or in a written certificate delivered to the Village. The Village and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by a written certificate delivered to each other.

Section 10.05. Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 10.06. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 10.07. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 10.08. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 10.09. Limited Liability of Village. It is hereby expressly made a condition of this Resolution and of the Bonds that any agreements or representations herein or therein contained or contained in the documents and instruments executed in connection therewith do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the Village and in the event of a breach of any agreement, covenant or representation, no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the Village shall arise therefrom. Nothing contained in this Section 10.09, however, shall relieve the Village from the observance and performance of the several covenants and agreements on its part herein contained.

Section 10.10. Members, Officers, Employees and Agents of the Village Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Resolution or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Village Council of the Village, or any officer, agent, or employee, as such, of the Village past, present or future, either directly or through the Village whether by virtue of any

constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly understood (a) that the obligation of the Village under this Resolution is solely a corporate one, limited as provided in the preceding Section 10.09, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, any member of the Village Council of the Village, or the officers, agents, or employees, as such, of the Village, or any of them, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (c) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the Village Council of the Village, and every officer, agent, or employee, as such, of the Village under or by reason of the obligations, covenants or agreements contained in this Resolution, or implied therefrom, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the Village.

Section 10.12. Validation. Caldwell Pacetti Edwards Schoech & Viator, LLP, special counsel for the Village, are authorized and directed to commence a proceeding for the validation for the Bonds.

Section 10.13. Repealing Provision. All resolutions or parts thereof in conflict herewith are hereby repealed. Resolution No. R2015-28 is repealed.

Section 10.14. Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Awilda Rodriguez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney

## EXHIBIT A-- FORM OF THE BONDS

No. R-\_\_ UNITED STATES OF AMERICA \$\_\_,\_\_,\_\_.00

VILLAGE OF WELLINGTON, FLORIDA  
SPECIAL ASSESSMENT BOND  
SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT  
[TAXABLE] SERIES 20\_\_

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____%	_____ 1, 20__	_____ __, 20__	_____

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that Village of Wellington, Florida (the "Village"), a municipality created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of the registered owner hereof, or registered assigns, on the maturity date set forth above, upon surrender hereof at the Principal Office of \_\_\_\_\_, as Trustee (the "Trustee"), the principal sum stated above (such principal amount to be repaid in accordance with the Resolution (as defined hereinafter)), and in like manner to pay interest on said sum until payment thereof has been made or duly provided for at the rate per annum set forth above based on a 360-day year consisting of twelve 30-day months from the Dated Date hereof, unless this bond (this "Bond") is issued in exchange or for transfer on or after an Interest Payment Date, in which case interest shall be payable from the next preceding Interest Payment Date unless this Bond is authenticated on an Interest Payment Date, in which case interest shall be payable from such date of authentication, provided that if this Bond is issued in exchange or for transfer after a Record Date, as hereinafter defined, and before the next succeeding Interest Payment Date, interest shall be payable from such next succeeding Interest Payment Date, provided, further, if interest on this Bond shall be in default when issued in exchange or for transfer, interest shall be payable from the date to which interest is paid in full, or if no interest has ever been paid on this Bond, from the date hereof. Such interest is due and payable on \_\_\_\_\_ 1, 20\_\_ on which date the interest accruing from \_\_\_\_\_ \_\_, 20\_\_ to and including \_\_\_\_\_ \_\_, 20\_\_ shall be paid, and thereafter on each May 1 and November 1 (the "Interest Payment Date"), for the period beginning on the preceding Interest Payment Date and ending on and including the day preceding such Interest Payment Date. Payment of interest on this Bond shall be made to such person as is the registered Owner hereof on the Record Date and shall be paid by check or draft mailed on the Interest Payment Date to such Owner at the Owner's address as it appears on the registration books of the Village or at such other address or in such other manner as is agreed upon by the Trustee and such registered Owner. The "Record Date" for payments of interest on



this Bond is the fifteenth (15th) day of the calendar month next preceding an Interest Payment Date.

Principal of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of an authorized issue of \$\_\_\_\_\_ principal amount of the Village's Special Assessment Bonds, Saddle Trail Park (South) Neighborhood Improvement Project, [Taxable] Series 20\_\_ (the "Bonds"). The Bonds are issued pursuant to Article VIII, Section 2, Florida Constitution, Chapters 166 and 170, Florida Statutes, the Charter and Code of Ordinances of the Village, and other applicable provisions of law, and under and are equally and ratably secured by and entitled to the protection of Resolution No. R2015-\_\_ adopted by the Village Council of the Village on November 10, 2015, as from time to time amended and supplemented (herein referred to as the "Resolution"), and are subject to all the terms and conditions of the Resolution.

This Bond is secured by a lien upon and pledge of Special Assessments levied by the Village, as further described in the Resolution and upon amounts held by the Trustee in certain funds and accounts established pursuant to the Resolution.

[Insert redemption provisions]

Copies of the Resolution are on file at the Principal Office of the Trustee, and reference is hereby made to the Resolution for a description of the property pledged and assigned to payment of the Bonds, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Village, the Trustee and the Owners of the Bonds, and the terms upon which the Bonds are issued and secured. Each Owner by acceptance hereof accepts and consents to all provisions of the Resolution which are by this reference incorporated herein. All terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in the Resolution.

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida rendered on \_\_\_\_\_, 2015.

THIS BOND AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FULL FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE VILLAGE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENTAL HERETO.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Resolution

and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Trustee.

IN WITNESS WHEREOF, the Village of Wellington, Florida has caused this Bond to be executed in its name by the manual signature of its Mayor and attested by the manual signature of its Clerk, and its seal to be impressed hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

VILLAGE OF WELLINGTON, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

#### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

Date Authenticated: \_\_\_\_\_, \_\_\_\_\_

[Name of Trustee],  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as through they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_

under Uniform Transfer to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

#### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
Insert Social Security or Other  
Identifying Number of Assignee

\_\_\_\_\_  
(Name and Address of Assignee)

the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, as attorneys to register the transfer of the said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

## EXHIBIT B

## FORM OF DISBURSEMENT APPROVAL

[TRUSTEE]

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Attention: [Corporate Trust Department]

Re: \$\_\_\_\_\_ Village of Wellington, Florida Special Assessment Bonds, Saddle Trail Park (South) Neighborhood Improvement Project, [Taxable] Series 20\_\_\_\_ (the "Bonds")

Pursuant to the provisions of Section [5.04 or 5.06] of Resolution No. R2015-\_\_ of Village of Wellington, Florida (the "Village") adopted November 10, 2015, as amended and supplemented (the "Resolution"), you are hereby requested and directed to disburse from the [Cost of Issuance Fund or (\_\_\_\_ Account in the) Project Fund] referred to in the Resolution the amounts indicated below. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The undersigned hereby certifies:

1. This is Disbursement Approval number \_\_\_\_\_.
2. The name and address of the person(s), firm(s), or corporation(s) to whom the disbursement(s) is (are) due is (are), and the amount(s) thereof is (are) as follow(s):

(a)

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Village of Wellington, Florida

By: \_\_\_\_\_  
Village Representative

Date: \_\_\_\_\_



## Legislation Text

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**File #: 15-815, Version: 1**

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**ITEM: RESOLUTION NO. 2015-85 (SPECIAL USE PERMIT USPA INTERNATIONAL CUP POLO TOURNAMENT 2015)**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A SPECIAL USE PERMIT FOR THE USPA INTERNATIONAL CUP POLO TOURNAMENT 2015 EVENT UTILIZING OUTDOOR AMPLIFIED MUSIC TO BE HELD AT 13444 and 13450 SOUTHFIELDS ROAD; AND PROVIDING AN EFFECTIVE DATE.**

**REQUEST:** Approval of Resolution No. R2015-85 Special Use Permit for the USPA International Cup Polo event utilizing outdoor amplified music on November 28, 2015 from 9:00 am to 8:00 pm.

**EXPLANATION:** Southfields Polo, LLC, located at 13444 and 13450 Southfields Road, will be hosting the International Cup Polo Event on November 28<sup>th</sup>, 2015 from 9:00 a.m. to 8:00 p.m. The property is located within Subarea D of the Equestrian Overlay Zoning District. In accordance with Article 5, Development Review Procedures; Chapter 5, Special Permit Uses of the Wellington Land Development Regulations; Special Use Permits with amplified music require Council approval.

Southfields Polo, LLC, has been issued a Special Use Permit for this event and other events since 2010. The outdoor polo event will include catered food, alcohol, vendors and a disc jockey with amplified music. The Applicant anticipates approximately 300 people in attendance with all activities onsite. Parking will be provided on 13450 Southfields Road, the property south of the polo fields.

Per the Village Engineer, entry for this event for all spectators shall be only from Southfields Road. The temporary access off Lake Worth Road shall be limited to horse trailers and exiting traffic only. A PBSO deputy shall be at the intersection of Southfields Road and South Shore as well as at the temporary access on Lake Worth Road to assist and direct traffic flow.

Attached is the application and event layout date stamped October 8, 2015. Staff, including Palm Beach County Fire Rescue, Palm Beach County Sheriff's Office and Public Works, has reviewed the application and recommends approval.

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** N/A

**WELLINGTON FUNDAMENTAL:** Responsive Government

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**File #: 15-815, Version: 1**

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**RECOMMENDATION:** Approve Resolution No. R2015-85 Special Use Permit for the USPA International Cup Polo event utilizing outdoor amplified music on November 28, 2015 from 9:00 am to 8:00 pm.

**RESOLUTION NO. 2015-85****A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL  
APPROVING A SPECIAL USE PERMIT FOR THE USPA  
INTERNATIONAL CUP POLO TOURNAMENT 2015 EVENT  
UTILIZING OUTDOOR AMPLIFIED MUSIC TO BE HELD AT 13444  
and 13450 SOUTHFIELDS ROAD; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Southfields Polo, LLC, located at 13444 and 13450 Southfields Road in Subarea D of the Equestrian Overlay Zoning District, will be hosting the USPA International Cup Polo Tournament 2015 on Saturday, November 28<sup>th</sup>, 2015 from 9:00 a.m. to 8:00 p.m.; and

**WHEREAS**, Southfields Polo, LLC has received a Special Use Permit for the event every year since 2010; and

**WHEREAS**, the event is a one (1) day polo event with live entertainment including a disc jockey with outdoor amplified music; and

**WHEREAS**, the event is anticipated to have approximately 300 people in attendance with parking provided at 13450 Southfields Road, south of the polo fields; and

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

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

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

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

**SECTION 2.** The Wellington Council hereby approves the Special Use Permit (Exhibit A) allowing Southfields Polo, LLC, to host the USPA International Cup Polo Tournament 2015 Event located at 13444 and 13450 Southfields Road on November 28<sup>th</sup>, 2015.

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

(This portion of the page left intentional blank)

1 **PASSED AND ADOPTED** this 10<sup>th</sup> day of November, 2015.

2  
3 **ATTEST:**

**WELLINGTON**

4  
5  
6 By: \_\_\_\_\_  
7 Awilda Rodriguez, Clerk

By: \_\_\_\_\_  
Bob Margolis, Mayor

8  
9 **APPROVED AS TO FORM**  
10 **AND LEGAL SUFFICIENCY**

11  
12  
13 By: \_\_\_\_\_  
14 Laurie Cohen, Village Attorney  
15



## Exhibit A



A Great Hometown...  
Let Us Show You!

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

### SPECIAL PERMIT USE

Permit #:	<b>HTE 15-114 2015-027 SPR</b>	Permit Type:	<b>USPA International Cup Polo Tournament 2015</b>
Agent Name:	<b>Maureen Gross Maureen Gross, LLC 15380 Woodmar Court Wellington, FL 33414</b>	Phone:	<b>561-753-3389 561-714-0887</b>
Owner Name:	<b>Southfields Polo, LLC</b>	Subdivision	<b>Southfields</b>
Property Location:	<b>13444 and 13450 Southfields Road</b>	Acres	<b>69.34</b>
PCN:	<b>73-41-44-21-09-000-0000 73-41-44-21-04-007-0020</b>	Zoning District:	<b>EOZD –Subarea D</b>
Effective Date(s):	<b>November 25, 2015</b>	Date	<b>November 29, 2015</b>
Conditions of Approval (Y or N):	<b>YES</b>	Expiration:	

#### **CONDITIONS of APPROVAL:**

This Special Permit authorizes **Southfields Polo, LLC to conduct a public polo match with accessory activities on November 28, 2015 from 9:00 a.m. to 8:00 p.m. General admission parking will be on the adjacent property to the south owned by Southfields Polo, LLC. Facilities on site will include; two (2) – 13' x 30' restroom trailers, one (1) - 20' x 120' VIP tent, one (1) – 20' x 20' catering tent, forty (40) - 10' x 10' tailgate tents, two (2) – 20' x 40' general admission tents, two (2) - 15'x10' generators, dumpster, entrance and ticket table, catered food, alcohol sales, vendors, disc jockey with amplified music and game announcements** per the application and plans date stamped October 8, 2015 and located in the Wellington Planning and Zoning Division. Spectators will be approximately 300 people.

- Hours of operation for the event and associated activities shall be permitted as follows:
  - Set-up: November 25<sup>th</sup>, 2015 from 8:00 a.m. to 6:30 p.m.
  - Event: November 28<sup>th</sup>, 2015 from 9:00 a.m. to 8:00 p.m.
  - Breakdown: November 29<sup>th</sup>, 2015 from 8:00 a.m. to 6:30 p.m.
- Applicant will hire a minimum of two (2) PBSO deputies for traffic control and security/safety purposes. There will also be a private parking company to assist on-site traffic flow.
- All temporary structures/uses (tents, portable restrooms, tailgating areas, vendor areas, dumpster and operable generators) shall be setback a minimum of 100 feet from residential property lines and in compliance with building and safety code requirements. The setup of temporary structures shall be permitted on Wednesday, November 25, 2015.
- This Special Permit Use shall be in compliance with Wellington's Land Development Regulations (LDR) and Code of Ordinances Chapter 30, Article V, Stormwater Quality Management.

5. **Entry for this event shall be only from Southfields Road with a PBSO deputy to be at the intersection of Southfields Road and South Shore Boulevard. Exiting traffic may use either Southfields Road or Lake Worth Road provided a deputy is assigned to assist with traffic flow. Horse trailers may enter from the temporary access on Lake Worth Road only.**
6. Temporary stakes with fencing or colored tape shall be required to clearly indicate vehicular travel lanes and limits of parking.
7. Median A-Frame Day of Event signs (2' x 3') shall be permitted at locations approved by Wellington's Engineering and Public Works Department. Signs may be placed no earlier than November 28, 2015 and shall be removed immediately following the event.
8. This approval is subject to obtaining all necessary permits and inspections from the Planning & Zoning Division, Building Division and Palm Beach County Fire Rescue Department (Wellington Substation Office) prior to the placement of any temporary tents and/or improvements on the property.
9. The applicant / owner shall provide the following:
  - Fire retardant treated tents / flooring.
  - "No Smoking" and "Occupant Load" signs posted in all tents
  - Comply with Life Safety Code for interior finish of tents.
10. Open flames or pyrotechnics shall not be permitted.
11. Cooking shall not be permitted in the tents.
12. Maintain an open accessible route (20 ft. minimum width) for emergency vehicles at all times during the event.
13. A site inspection is required by Palm Beach County Fire Rescue prior to operation.
14. A minimum of two (2) restroom trailers shall be provided for the duration of the event.
15. Parking or stopping on any right-of-way shall be prohibited. The applicant/owner shall provide continuous on-site traffic and parking assistance beginning one hour before and ending one hour after the event.
16. The general admission grassed parking areas indicated on the plan shall maintain a minimum 25' wide back-up aisle width between rows of double parked vehicles.
17. The applicant shall restore the site to its original or better condition upon completion of the event but no later than 6:30 pm on November 29, 2015.
18. Wellington staff shall be permitted entry for inspection, observation and other proper purposes for the duration of this Special Permit Use.
19. This permit does not release the applicant from the need to obtain any other required local, county, state or federal permits.
20. This permit may be revoked at any time by Wellington for non-compliance with the conditions noted above or other Wellington standards.

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

Kelly Ferraiolo  
Planner

Date

David Flinchum, ASLA, AICP  
Planning & Zoning Manager

Date

Note: This Special Permit must be signed and dated by Wellington's Planning & Zoning Manager AND project manager prior to operating. Also, all required permits and inspections must be completed before the use can be conducted.

**BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE RECEIPT OF THE SPECIAL PERMIT USE, HAVE CAREFULLY READ THE FOREGOING AND KNOW AND UNDERSTAND ITS CONTENT. FURTHER I AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS AS CONTAINED IN THIS DOCUMENT. I UNDERSTAND FAILURE TO ABIDE BY THESE CONDITIONS AND SITE PLAN MAY JEOPARDIZE FUTURE SPECIAL USE PERMITS OR RESULT IN CODE ENFORCEMENT ACTION WITH POSSIBLE FINES OR IMMEDIATE REVOCATION OF THIS SPECIAL USE PERMIT.**

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Applicant Signature

Date

ORIGINAL TO BE POSTED ON SITE

Cc: Wellington Code Compliance Division  
PB County Fire Rescue and Sheriff's Departments  
Wellington Building Division



File Edit View Tools Add Help

444 Southfields Road, Wellington, FL



Tour Guide

1995

Imagery Date: 3/21/2011 26°37'27.10" N 80°15'23.83" W

VILLAGE OF WELLINGTON  
PLANNING AND ZONING DIVISION

**STAFF USE ONLY**

Intake Date: \_\_\_\_\_

By: \_\_\_\_\_

Petition # \_\_\_\_\_

**Planning & Zoning**12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 [PZApplications@wellingtonfl.gov](mailto:PZApplications@wellingtonfl.gov)**PART 1: PLANNING AND ZONING GENERAL APPLICATION**

(Completed Part 1 and 2 of the Application is required)

**INSTRUCTIONS:**

1. Date of required pre-application meeting: \_\_\_\_\_
2. Please complete all questions on the application. If not applicable, indicate with N/A.
3. Provide required attachments as shown on the checklist (Part 2)
4. Check the appropriate type of request (Must complete Part 2 of the application specific to your request):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Administrative Appeal         | <input type="checkbox"/> Development Order/        | <input type="checkbox"/> Site Plan/Amendment/          |
| <input type="checkbox"/> Administrative Variance       | Amendment/Other                                    | Subdivision  |
| <input type="checkbox"/> Annexation                    | <input type="checkbox"/> Easement/Right-Of-Way     | <input checked="" type="checkbox"/> Special Permit Use |
| <input type="checkbox"/> Architectural Review Board    | Vacation Abandonment                               | <input type="checkbox"/> Unity of Title/Unity of       |
| <input type="checkbox"/> Comprehensive Plan            | <input type="checkbox"/> Master Plan/Amendment     | Control/Release  |
| Amendment  | <input type="checkbox"/> Minor Site Plan Amendment | <input type="checkbox"/> Variance                      |
| <input type="checkbox"/> Conditional Use/Compatibility | <input type="checkbox"/> Rezoning                  | <input type="checkbox"/> Zoning Text Amendment         |
| Determination  |  |  |

Multiple requests may be selected. A completed Part 2 Application for each request shall be submitted with a completed Part 1: Planning and Zoning General Application.

Application Fee: \$ \$250 (Total fee for all requests)

(Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)

**I. PROPERTY OWNER AND AGENT INFORMATION**

Property Owner(s) of Record: Southfields Polo, LLC (Melissa Potamkin Ganzi)

Address: 3629 Aiken Road City: Wellington ST: FL Zip: 33414

Phone: (561)389-4182 Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Applicant (if other than owner): (same)

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Agent & Company Name: Maureen Gross/Maureen Gross, LLC

Address: 15380 Woodmar Court City: Wellington ST: FL Zip: 33414

Phone: (561)793-4181 Cell: (561)714-0887

Email Address: MaureenGrossRealtor@gmail.com

Consultants: If applicable to the request, please attach a separate list of all consultants that will provide information on this request. Include the name, address, telephone number, and fax number as well as the type of professional service provided.

Authorization or Power of Attorney must be attached if applicant is other than owner.

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VILLAGE OF WELLINGTON  
PLANNING AND ZONING DEPARTMENT

**II. REQUEST****A. Describe type of request:**

Temporary tents, port-o-potties and generator set up for a 1-day polo tournament on November 28, 2015—the USPA International Cup Tournament 2015 at Grand Champions Polo Club

PCN--73-41-44-21-04-007-0020 will be used for spectator parking

**III. PROPERTY LOCATION****A. Is the subject property located within one mile of another municipality? [ ] yes [ ] no**

If 'yes' please specify: \_\_\_\_\_

**B. Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.**

PCN: 73-41-44-21-09-000-0000

**C. Total Acreage of Subject Property** 30.69**D. Project Name:** The USPA International Cup Polo Tournament 2015**E. Project Address:** 13444 Southfields Road Wellington, FL 33414**F. General Location Description (proximity to closest major intersection in miles or fractions thereof):**

Located within the Southfields Subdivision on Aiken Road; east of South Shore Blvd. and north of Lake Worth Road.

**IV. LAND USE AND ZONING INFORMATION****A. Zoning Designation:** AR/PUD/EOZ **Future Land Use Designation:** COM/REC**B. Existing Use(s) on Property:** Polo Field**C. Proposed Use(s):** Polo Tournament—the USPA International Cup Polo Tournament 2015**D. Do you have a Zoning Confirmation for this project? If so, please attach** \_\_\_\_\_**V. COMPLIANCE**

(Attach additional sheets if necessary)

**A. Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?**

[ ] yes [ ] no. If no, please explain: yes

**B. Code Enforcement Case Number(s)** \_\_\_\_\_**C. Report on the status of all previous conditions of approval:** \_\_\_\_\_**RECEIVED**

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VILLAGE OF WELLINGTON  
PLANNING AND ZONING DEPARTMENT



**II. REQUEST****A. Describe type of request:**

Temporary tents, port-o-potties and generator set up for a 1-day polo tournament on November 28, 2015--the USPA International Cup Tournament 2015 at Grand Champions Polo Club

PCN--73-41-44-21-04-007-0020 will be used for spectator parking

**III. PROPERTY LOCATION****A. Is the subject property located within one mile of another municipality? [ ] yes [ ] no**

If 'yes' please specify: \_\_\_\_\_

**B. Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.**

PCN: 73-41-44-21-04-007-0020

**C. Total Acreage of Subject Property** 38.6503**D. Project Name:** The USPA International Cup Polo Tournament 2015**E. Project Address:** ~~13444~~ 13450 Southfields Road Wellington, FL 33414**F. General Location Description (proximity to closest major intersection in miles or fractions thereof):**

Located within the Southfields Subdivision on Aiken Road; east of South Shore Blvd. and north of Lake Worth Road.

**IV. LAND USE AND ZONING INFORMATION****A. Zoning Designation:** AR/PUD/EOZ **Future Land Use Designation:** COM/REC**B. Existing Use(s) on Property:** Polo Field**C. Proposed Use(s):** Polo Tournament--the USPA International Cup Polo Tournament 2015**D. Do you have a Zoning Confirmation for this project? If so, please attach** \_\_\_\_\_**V. COMPLIANCE**

(Attach additional sheets if necessary)

**A. Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?**

[ ] yes [ ] no. If no, please explain: yes

**B. Code Enforcement Case Number(s)** \_\_\_\_\_**C. Report on the status of all previous conditions of approval:** \_\_\_\_\_**RECEIVED**

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PLANNING AND ZONING DIVISION

**VI. PROJECT HISTORY**

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number

**VII. ADJACENT PROPERTIES**

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE	Commercial Rec	PUD/EOZD Subarea D	Grand Champions Polo Club	Grand Champions Polo Club
NORTH	Residential B	PUD/EOZD Subarea D	Residential with Equestrian Uses	Residential with Equestrian Uses
SOUTH	Residential A	EOZD Subarea C	Equestrian Stables	Equestrian Stables
EAST	Residential B	PUD/EOZD Subarea D	Residential with Equestrian Uses	Residential with Equestrian Uses
WEST	Residential B	PUD/EOZD Subarea D	Residential with Equestrian Uses	Residential with Equestrian Uses

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PLANNING AND ZONING DEPARTMENT



### VIII. OWNER/APPLICANT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

I/We, the aforementioned owner(s), do hereby give consent to (Agent/Representatives Name) Maureen Gross/Maureen Gross, LLC to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the request(s) and property I/we own described in the attached application. Furthermore, as owner(s) of the subject property, I/we hereby give consent to the party designated above to agree to all terms or conditions that may arise as part of the approval of this application for the proposed use.

Signature(s) of Owner(s):

Melissa Potamkin Ganzi

Print Name(s): Southfields Polo LLC/Melissa Potamkin Ganzi

### NOTARY

STATE OF FL

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of OCTOBER, 2015 by

MELISSA POTAMKIN GANZI. He/She is personally known to me or has produced

as identification and did/did not take an oath.

Jeanine M. Ramirez  
(Signature of Notary)

My Commission Expires: AUG. 11, 2017

JEANINE M. RAMIREZ  
(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)

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VILLAGE OF WELLINGTON  
PLANNING AND ZONING COMMISSION

**IX. AGENT ACKNOWLEDGEMENT**

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Signature(s) of Agent(s): Maureen Gross LLC  
Print Name(s): Maureen Gross/Maureen Gross, LLC

**NOTARY**

STATE OF FL

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of OCTOBER, 2015 by

MAUREEN GROSS. He/She is personally known to me or has produced  
as identification and did/did not take an oath.

Jeanine M. Ramirez  
(Signature of Notary)  
JEANINE M. RAMIREZ  
(Name – Must be typed, printed, or stamped)

My Commission Expires: AUG 11, 2017

(NOTARY'S SEAL OR STAMP)

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VILLAGE OF WELLINGTON  
PLANNING AND ZONING DEPARTMENT

**Property Detail**

Parcel Control Number:	73414421090000000	Location Address:	13444 SOUTHFIELDS RD
Owners:	SOUTHFIELDS POLO LLC		
Mailing Address:	3629 AIKEN CT, WELLINGTON FL 33414 7320		
Last Sale:	Not available	Book/Page#:	/ Price: Not available
Legal Description:	GRAND CHAMPIONS POLO ALL OF PLAT		

**2015 Values (Preliminary)**

Improvement Value	\$83,331
Land Value	\$3,609,073
Total Market Value	\$3,692,404
Assessed Value	\$666,430
Exemption Amount	\$0
Taxable Value	\$666,430

All values are as of January 1st each year

**2015 Taxes (Preliminary)**

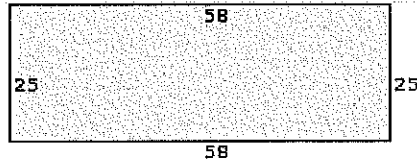
Ad Valorem	\$14,037
Non Ad Valorem	\$7,253
Total Tax	\$21,290

**2015 Qualified Exemptions**

No Details Found

**Applicants**

No Details Found

**Building Footprint (Building 1)****Area 1****Subarea and Square Footage (Building 1)**

Description	Area	Sq. Footage
No Data Found.		

**Extra Features**

Description	Unit
PAVING- ASPHALT	3329
Unit may represent the perimeter, square footage, linear footage, total number or other measurement.	


**Structural Details (Building 1)**

No Description

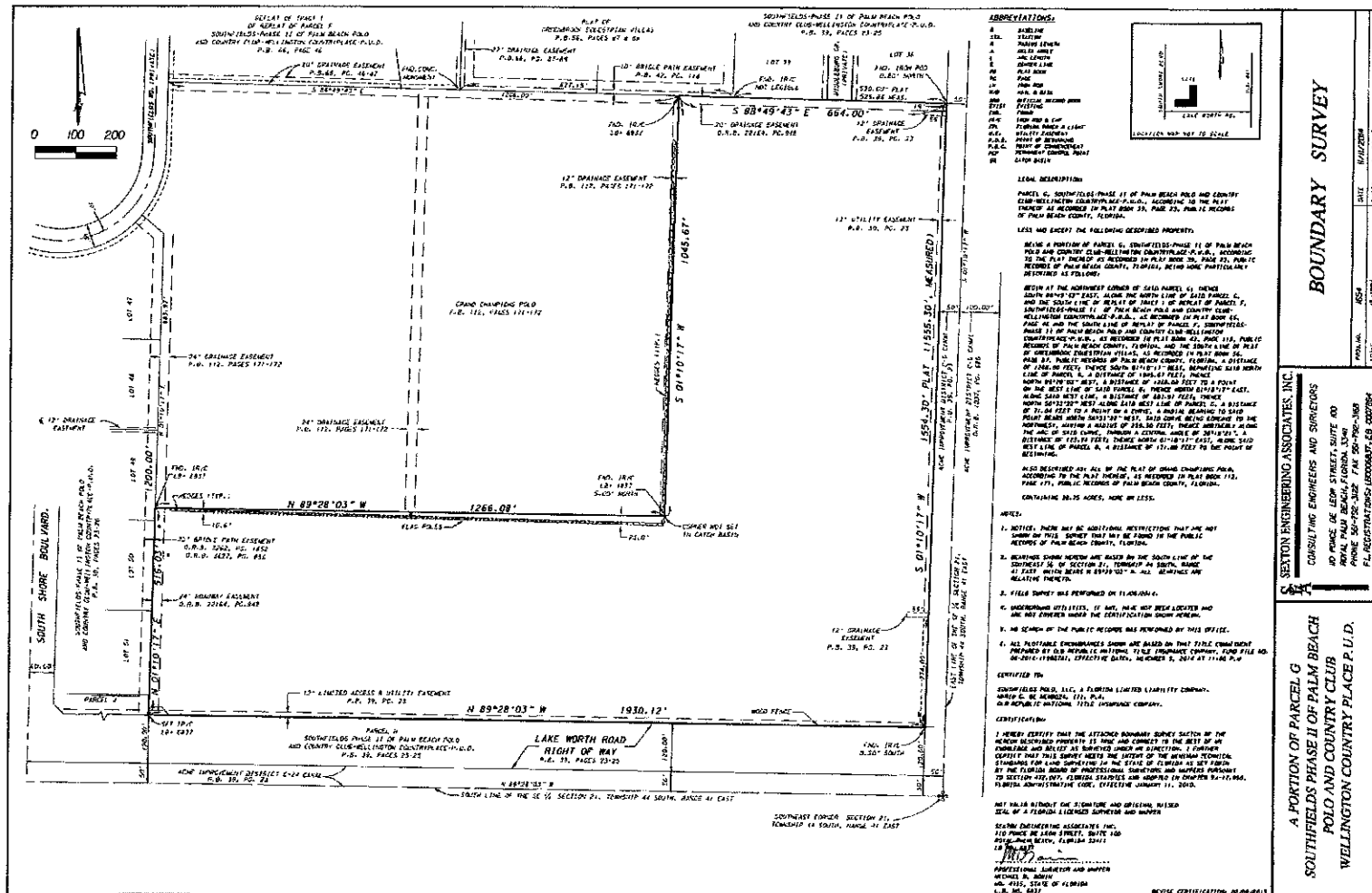
Acres 30.6894

**MAP**

Owner: SOUTHFIELDS POLO LLC PCN: 73414421090000000 1 of 1

Property Detail	
Parcel Control Number: 73414421040070020	Location Address: 13450 SOUTHFIELDS RD
Owners: SOUTHFIELDS POLO LLC	
Mailing Address: 3629 AIKEN CT, WELLINGTON FL 33414 7320	
Last Sale: DEC-2014	Book/Page#: 27291 / 1680 Price: \$13,250,000
Legal Description: SOUTHFIELDS PH 2 PB POLO & C C WELLINGTON COUNTRY PLACE PAR G (LESS NLY 1059.78 FT OF WLY 1266 FT)	
<b>2015 Values (Preliminary)</b>	<b>2015 Taxes (Preliminary)</b>
Improvement Value \$0	Ad Valorem \$15,468
Land Value \$5,478,680	Non Ad Valorem \$9,125
Total Market Value \$5,478,680	Total Tax \$24,593
Assessed Value \$734,356	<b>2015 Qualified Exemptions</b>
Exemption Amount \$0	No Details Found
Taxable Value \$734,356	<b>Applicants</b>
All values are as of January 1st each year	No Details Found
<b>Building Footprint (Building 1)</b>	<b>Subarea and Square Footage (Building 1)</b>
<b>No Image Found</b>	Description Area Sq. Footage
	No Data Found.
	<b>Extra Features</b>
	Description Unit
	No Extra Feature Available
<b>Structural Details (Building 1)</b>	Acres 38.6503
No Description	<b>MAP</b>
	

Owner: SOUTHFIELDS POLO LLC PCN: 73414421040070020 1 of 1



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Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains. The concentration of the *Agrobacterium* suspension was 10<sup>6</sup> cells/ml (A), 10<sup>7</sup> cells/ml (B), 10<sup>8</sup> cells/ml (C), and 10<sup>9</sup> cells/ml (D). The concentration of the *Agrobacterium* suspension was 10<sup>6</sup> cells/ml (A), 10<sup>7</sup> cells/ml (B), 10<sup>8</sup> cells/ml (C), and 10<sup>9</sup> cells/ml (D). The concentration of the *Agrobacterium* suspension was 10<sup>6</sup> cells/ml (A), 10<sup>7</sup> cells/ml (B), 10<sup>8</sup> cells/ml (C), and 10<sup>9</sup> cells/ml (D).



## Planning and Zoning

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications@wellingtonfl.gov

### STAFF USE ONLY

Intake Date: \_\_\_\_\_

By: \_\_\_\_\_

Petition # \_\_\_\_\_

## PART 2: SPECIAL PERMIT USE

### I. SPECIAL USE CATEGORY

Check type of application(s) applying for:

- |  |  |
|--|--|
| <input type="checkbox"/> Accessory Dwelling                                | <input type="checkbox"/> Stand for the Sale of Agricultural Products |
| <input type="checkbox"/> Bed And Breakfast                                 | <input type="checkbox"/> Temporary Amusement/Special Event           |
| <input type="checkbox"/> Caretaker/Security Quarters                       | <input type="checkbox"/> Temporary Outdoor Retail Sales              |
| <input type="checkbox"/> Mobile, Outdoor Retail/Food Vendor                | <input checked="" type="checkbox"/> Temporary Tent                   |
| <input checked="" type="checkbox"/> Seasonal Equestrian Show/Special Event | <input type="checkbox"/> Other                                       |

### II. GENERAL SUBMITTAL CHECKLIST

#### PLEASE CHECK YES NO N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- a. Provide five (5) copies of the following documents:
  1. Completed application (Part 1 and Part 2)
  2. Warranty deed including property control number or folio number and legal description of the property.
  3. Signed and sealed survey (not more than one year old) including any and all easements of record (referenced by OR Book and Page) prepared by a surveyor registered in the State of Florida.
  4. Certificate of Fire Proofing for tent structures.
  5. Unity of Title (if applicable).
- b. Application fee.
- c. Electronic files (PDF, JPEG, Word) of all items on the checklist, including the application, saved with proper corresponding title.
- d. Accessory dwelling occupancy required proof of elderly, physically disabled or meets the low income standards as defined in Article 3.
- e. Documentation of not-for-profit status.
- f. Circulation Plan including traffic control and parking plan for the special use/event.
- g. Traffic statement signed and sealed by a Professional Engineer.
- h. Wellington Business Tax Receipt for the current year.

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VILLAGE OF WELLINGTON  
PLANNING AND ZONING

**III. SITE PLAN (Five Copies)***24" x 36" with scale not smaller than 100' to an inch.***PLEASE CHECK**

YES NO N/A

☐ ☐ ☐☐ ☐ ☐☐ ☐ ☐☐ ☐ ☐☐ ☐ ☐☐ ☐ ☐

- a. Access points to the property for those attending the special use/event.
- b. Special use/event area square footage
- c. Location, setbacks, and footprint of tent or other structures.
- d. Location where permit will be posted.
- e. Location of all proposed signage.
- f. Complete event layout.

**IV. EQUESTRIAN SHOW SUBMITTAL CHECKLIST***(In addition to items II. and III. For Equestrian Shows for more than four days or two events)***PLEASE CHECK**

YES NO N/A

☐ ☐ ☐☐ ☐ ☐☐ ☐ ☐☐ ☐ ☐☐ ☐ ☐

- a. Signed and notarized Notice Affidavit
- b. Completed Notice of Application for Special Use
- c. A list of all owners within a five hundred (500) foot radius of boundary lines of the subject property from the most recent tax roll information as provided by the Palm Beach Property Appraiser's Office
- d. Executed affidavit signed by the person responsible for completing the property owner list
- e. One (1) sets of POSTAGE PAID first class envelopes with the typed names of the owners within a five hundred (500) foot radius of the boundary lines of the subject property and Wellington's return address required..

**IV. JUSTIFICATION STATEMENT  
(Attach to Application)**

The applicant shall provide a Justification Statement to explain how the request conforms to the following:

1. **Consistency with Wellington Comprehensive Plan**—the proposed Special Permit Use is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan.
2. **Complies with supplementary use standards**—the proposed Special Permit Use complies with all relevant and appropriate portions of LDRS Section 6.4, Use Regulations & Definitions and Section 6.6 Supplementary Regulations.
3. **Compatibility with surrounding uses and zones**—the proposed Special Permit Use is consistent with the character of the immediate vicinity of the land proposed for development.

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VILLAGE OF WELLINGTON  
PLANNING AND ZONING DEPARTMENT

4. **Design minimizes adverse impact**—the design of the proposed Special Permit Use minimizes adverse effects, including visual impact, of the proposed use on adjacent lands.
5. **Duration**—the length of time the proposed Special Permit Use will occur and how impacts will be minimized. (Dates and Times)
6. **Health and sanitation**—the proposed Special Permit Use complies with all relevant standards related to health and sanitation as determined by the Palm Beach County Public Health Unit.
7. **Traffic considerations**—the proposed Special Permit Use complies with all relevant transportation standards as determined by Wellington Engineering Department.
8. **Consistent with the LDRS**—the proposed Special Permit Use complies with all additional standards imposed on it by all other applicable provisions of the LDRS.
9. **Adequate public facilities**—permanent structures shall comply with Article 11, Adequate Public Facilities Standards, of the LDRS.

#### V. EVENT INFORMATION

**A. Describe Special Use/Event Proposed:** Provide the LDR Section that authorizes your request and description of the use/event. If live entertainment is proposed as a part of the use/event, provide a description of the type of entertainment and whether amplified sound will or will not be used as a part of the entertainment.

The applicant proposes to erect tents for tailgates, a VIP tent and General Admission tents for attendees of the USPA International Cup Tournament 2015.

There will be DJ music in the VIP tent. During the 1:00 and 3:00 matches, there will be a match announcer.

**B. Is entertainment proposed at the event?** \_\_\_\_\_ **What type of entertainment is proposed?**

Polo game. This is a charity event to benefit the Museum of Polo and Hall of Fame in Lake Worth and there will be a DJ in the VIP tent

**C. If applicable, state the hours of operation for the entertainment:** 1:00p.m. until 8:00p.m. on Saturday, November 28, 2015

**D. Will amplified sound be used?** Yes, for match announcements at the 1:00p.m. and 3:00p.m. matches

**E. Provide the number of vendors anticipated for the use/event:** 4-5, maybe

**F. Will food be served?** Yes—in the VIP tent, only **Will alcohol be served?** Yes, in the VIP tent by the caterer

**G. Provide the anticipated attendance for the special use/event:** 300+

**H. If a horse show, number of entries each day:** 2 polo teams for the 1:00p.m. match, and 2 polo teams for the 3:00p.m. match

**I. Building permit number for all Special Use Permits with temporary tents greater than 10'x10':**

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WILLING COUNTY CLERK  
PLANNING DEPT.



**VII. AGREEMENT FOR REMOVAL OF TEMPORARY FACILITY***(Applicable to all events utilizing temporary facilities such as tents, rides, bounces houses, bleachers, etc.)*

Before me, the undersigned authority, personally appeared Maureen Gross/Maureen Gross, LLC, who, having first been duly sworn; deposes and says:

That he/she is the Agent of the following described land in Palm Beach County, Florida, to wit: for temporary rides, carnival, circus, revival tent, bazaar, and other temporary events:

That the undersigned was granted special permit use approval by Wellington Planning and Zoning Division on \_\_\_\_\_ to have a Temporary Facility on the above-described property for maximum period of \_\_\_\_\_ days, the dates being \_\_\_\_\_ through \_\_\_\_\_. It is understood that the undersigned agrees to the following:

- 1) The property will be self-policed during the period the permit for temporary outdoor retail sales is active and, furthermore, that said property will be returned to an orderly and sanitary condition after the expiration of said temporary permit;
- 2) Said facility is to be inspected by the area's Fire Marshall prior to the erection of the temporary facility and shall be inspected upon completion of all activities; and
- 3) No electricity shall be provided to the facility unless Wellington Building Division issues an approved Electrical Permit. It is understood that the undersigned at their volition will remove said temporary facility by the expiration date noted above.
- 4) To fulfill all conditions of approval for the special use permit.

Signature: Maureen Gross, LLC

Witness: Jeanine M. Ramirez

Witness: \_\_\_\_\_

**NOTARY**

STATE OF FL

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of OCTOBER, 2015

by MAUREEN GROSS. He/She is personally known to me or has produced

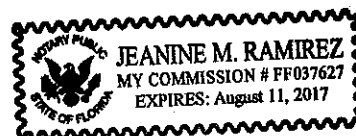
\_\_\_\_\_ as identification and did/did not take an oath.

(Signature of Notary)

My Commission Expires: AUG. 11, 2017

JEANINE M. RAMIREZ  
(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)



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*Justification Statement*

#### IV. ADDITIONAL INFORMATION

The following information is required as part of this application:

##### A. Standards for Review

Failure of the proposed special use to meet any standard below shall be deemed adverse to the public interest and the application shall not be approved. A letter verifying the decision of the Planning & Zoning Manager to approve, approve with conditions, or deny the application will be sent to the applicant. The applicant shall explain how the request is consistent with the following:

1. **Consistency with Wellington Comprehensive Plan**—the proposed Special Permit Use is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan.

The proposed special event is consistent with the Village of Wellington's comprehensive plan.

2. **Complies with supplementary use standards**—the proposed Special Permit Use complies with all relevant and appropriate portions of LDRS Section 6.4, Use Regulations & Definitions and Section 6.6 Supplementary Regulations.

The temporary erection of tents, etc., shall be in accord with all regulatory set-backs.

3. **Compatibility with surrounding uses and zones**—the proposed Special Permit Use is consistent with the character of the immediate vicinity of the land proposed for development.

The proposed special event is consistent with the character of the immediate vicinity and uses of the area.

4. **Design minimizes adverse impact**—the design of the proposed Special Permit Use minimizes adverse effects, including visual impact, of the proposed use on adjacent lands.

No permanent structure shall be constructed pursuant to these permits. As well, none of the requested temporary structures shall be located within public rights of way or public easements.

5. **Duration**—the length of time the proposed Special Permit Use will occur and how impacts will be minimized.

**Dates:** Due to the Thanksgiving holiday, the tent set-up will be on Wednesday, November 25, 2014. The tournament will be on Saturday, November 28, 2014.

**Time:** Day of Tournament hours 9:00a.m. until 8:00a.m.

6. **Health and sanitation**—the proposed Special Permit Use complies with all relevant standards related to health and sanitation as determined by the Palm Beach County Public Health Unit.

The applicant will remove all trash and/or debris from the site and the immediate vicinity upon termination of the tournament.

7. **Traffic considerations**—the proposed Special Permit Use complies with all relevant transportation standards as determined by the Village of Wellington Engineering Department.

Ingress and egress will not disrupt normal traffic. All necessary parking shall be provided on site. There shall be no parking or stopping on any public right-of-way.

Two (2), or more, off-duty PBSO deputies will provide traffic control. A parking company will be hired to control traffic flow on property.

8. **Consistent with the LDRS**—the proposed Special Permit Use complies with all additional standards imposed on it by all other applicable provisions of the LDRS.

The proposed special event complies with all standards of the ULDC.

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PLANNING & ZONING

**9. Adequate public facilities—permanent structures shall comply with Article 11, Adequate Public Facilities Standards, of the LDRS.**

No permanent structures are proposed by the applicant.

- B. Describe Special Use/Event Proposed:** The summary shall include the LDRS Section that authorizes the Special Permit Use request, the specific requirement of the code and your proposed request. If live entertainment is proposed as a part of the use/event, provide a description of the type of entertainment and whether amplified sound will or will not be used as a part of the entertainment.

The applicant proposes to erect tents for tailgates, a VIP tent and General Admission tents for attendees of the USPA International Cup Tournament 2015.

There will be music in the VIP tent. During the 1:00 and 3:00 matches, there will be an game announcer.

- C. State the number of days and dates the use/event is expected to last:** 1-day polo tournament on November 28, 2015
- D. Provide the hours of operation for the entire use/event:** 9:00a.m. until 8:00p.m. on Saturday, November 28, 2015
- E. Is entertainment proposed at the event?** NO **What type of entertainment is proposed?** Polo Game  
Charity event with a DJ in the VIP tent
- F. If applicable, state the hours of operation for the entertainment:** 1:00p.m. until 8:00p.m. on November 28, 2015
- G. Will amplified sound be used?** yes for game announcement at the 1:00p.m. and 3:00p.m. matches
- H. Provide the number of vendors anticipated for the use/event:** 4-5, maybe
- I. Will food be served?** Yes—in the VIP tent, only **Will alcohol be served?** Yes, in the VIP tent by caterer
- J. Provide the anticipated attendance for the special use/event:** 300+

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PLANNING DEPT.



# Village of Wellington

## Legislation Text

---

**File #: 15-801, Version: 1**

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**ITEM: RESOLUTION NO. R2015-81 (SPECIAL USE PERMIT FOR THE SMOKE INN WELLINGTON CIGAR LOUNGE)**

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

**REQUEST:** Approval of Resolution No. R2015-81 Special Use Permit for the Smoke Inn Wellington Cigar Lounge for events utilizing outdoor amplified music to be held in the parking lot directly in front of 11924 Forest Hill Boulevard, Suite 7.

**EXPLANATION:** Smoke Inn Wellington Cigar Lounge, located at 11924 Forest Hill Boulevard, Suite 7 (Town Square Plaza), will be hosting twelve events featuring cigar manufacturers on November 13<sup>th</sup>, December 10<sup>th</sup>, January 22<sup>nd</sup>, February 25<sup>th</sup>, March 10<sup>th</sup>, April 15<sup>th</sup> or 16<sup>th</sup>, May 19<sup>th</sup>, June 16<sup>th</sup>, July 3<sup>rd</sup>, August 25<sup>th</sup>, September 22<sup>nd</sup> and October 20<sup>th</sup> from 6:00 pm to 11:00 pm. The Smoke Inn is located within the Wellington PUD. Based on Article 5. Development Review Procedures, Chapter 5, Special Permit Uses of the Wellington Land Development Regulations adopted on February 14, 2012, Special Use Permits with outdoor amplified music require Council approval.

This is an outdoor event featuring a different cigar manufacturer, inviting their customers to sit, smoke and relax. The event will have a caterer and a disc jockey with amplification. The Applicant anticipates approximately 40 to 60 guests in attendance. All activities will be located in the parking lot directly in front of the store front. Smoke Inn was issued a special use permit on November 12, 2013 and October 28, 2014 to hold similar events. No complaints from residents were received for the permitted events. Attached is the application and event layout date stamped October 1, 2015. Staff, including Palm Beach County Fire Rescue, the Palm Beach County Sheriff's Office and Public Works, has reviewed the application and recommends approval.

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO

**QUASI-JUDICIAL:**

**FIRST READING:**

**SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** N/A

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Approval of Resolution No. R2015-81 Special Use Permit for the Smoke Inn Wellington Cigar Lounge for events utilizing outdoor amplified music to be held in the parking lot directly in

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**File #: 15-801, Version: 1**

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front of 11924 Forest Hill Boulevard, Suite 7.

**RESOLUTION NO. R2015-81****A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL  
APPROVING A SPECIAL USE PERMIT FOR BURN ANOTHER  
ONE, LLC D/B/A SMOKE INN WELLINGTON CIGAR LOUNGE  
OUTDOOR EVENTS UTILIZING AMPLIFIED MUSIC LOCATED AT  
11924 FOREST HILL BOULEVARD, SUITE 7; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, Burn Another One, LLC d/b/a Smoke Inn Wellington Cigar Lounge, located at 11924 Forest Hill Boulevard, Suite 7, will be hosting up to twelve (12) outdoor events between November 2015 and October 2016 from 6:00 pm to 11:00 pm with an additional hour before and after for set-up and breakdown. (See Special Use Permit Exhibit A); and

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

**WHEREAS**, the events are anticipated to have approximately 40 to 60 guests in attendance and all activities will be onsite; and

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

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

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

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

**SECTION 2.** The Wellington Council hereby approves the Special Use Permit, attached as Exhibit A with conditions, allowing Burn Another One, LLC d/b/a Smoke Inn Wellington Cigar Lounge located at 11924 Forest Hill Boulevard, Suite 7, to host up to twelve (12) outdoor events with amplified music between November 2015 and October 2016 from 6:00 p.m. to 11:00 p.m.

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

(This portion of the page left intentional blank)

1 **PASSED AND ADOPTED** this 10<sup>h</sup> day of November, 2015.  
2

3 **ATTEST:**  
4

**WELLINGTON**

5  
6 By: \_\_\_\_\_  
7 Awilda Rodriguez, Clerk  
8

By: \_\_\_\_\_  
Bob Margolis, Mayor

9 **APPROVED AS TO FORM**  
10 **AND LEGAL SUFFICIENCY**  
11

12  
13 By: \_\_\_\_\_  
14 Laurie Cohen, Village Attorney  
15



# **PLANNING & ZONING DIVISION**

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

## **SPECIAL USE PERMIT**

Permit #:	HTE 15-107	Permit Type:	Community Event
Owner:	2015-024 SPR	Phone #:	561-753-4558
Applicant:	Burn Another One, LLC d/b/a Smoke Inn Wellington Cigar Lounge		
Property Location:	11924 Forest Hill Boulevard, Suite #7	Acres:	11.36
PCN:	73-41-44-10-12-001-0000	Zoning District:	PUD
Effective Date:	<b>November 13, 2015</b>	Expiration Date:	<b>October 20, 2016</b>

### **CONDITIONS OF APPROVAL:**

1. This Special Use Permit authorizes Burn Another One, LLC d/b/a Smoke Inn Wellington Cigar Lounge to have twelve (12) schedule outdoor Community Events with amplified music, catered food, tables and chairs in the southeast portion of the Town Square parking lot directly in front of their Suite 7 located at 11924 Forest Hill Boulevard. Approximately five parking spaces and a portion of the drive aisle may be temporarily blocked off each month for the events. The remainder of Town Square's parking lot areas will be open. Approximately 40 to 60 people are anticipated to attend the events per the application located in the Planning & Zoning Division date stamped October 1, 2015.
2. This permit allows for up to twelve (12) outdoor events utilizing amplified music operating in between 6:00 p.m. to 11:00 p.m. with an additional hour before and after for set-up and breakdown. Events shall only occur on Thursdays, Fridays, Saturdays or on the eve of a holiday per the dates listed below;

Friday, November 13, 2015	Thursday, December 10, 2015
Friday, January 22, 2016	Thursday, February 25, 2016
Thursday, March 10, 2016	Friday, April 15, 2016 or Saturday, April 16, 2016
Thursday, May 19, 2016	Thursday, June 16, 2016
Sunday, July 3, 2016	Thursday, August 25, 2016
Thursday, September 22, 2016	Thursday, October 20, 2016

3. The applicant must notify the Planning and Zoning department two weeks prior to a scheduled event if any changes in date(s) or time(s) occurs.
4. All temporary structure/uses shall be located per the approved plan.
5. Open flames or pyrotechnic shall not be permitted.



6. An ADA accessible sanitary facility shall be provided on site for the duration of the event.
7. Handicap parking and access is required in accordance with the Land Development Regulations (LDR) Article 7 Section 7.2 3.F.
8. All required parking shall be provided on-site. Parking or stopping within public right-of-ways or neighboring properties shall be prohibited.
9. Maintain an open accessible route (20 ft. minimum width) drive aisle adjacent to the event for emergency vehicles at all times during the event.
10. The application shall comply with the LDR section 6.4.4.12 Amusements, Temporary or Special Event.
11. The applicant must use 36" barricades and/or orange traffic cones to block off the event location from vehicular traffic and still provide adequate access for fire and police emergency vehicles.
12. No alcohol shall be permitted beyond the confines of the event area. No alcohol shall be served to minors under 21 years old.
13. The applicant shall restore the site to its original or better condition upon completion of the event but no later than 12:00 a.m. on the days of the event. This includes the removal of all materials, trash and debris.
14. One (1) sign no larger than 4' x 3' shall be permitted two days prior to each event at the southeast entrance of Town Square. The sign shall be immediately taken down after each event.
15. This permit does not release the applicant from the need to obtain any other required local, county, state or federal permits/license.
16. Wellington shall have the right to inspect the property as long as this permit is valid. This permit shall be posted on site at all times during the event.
17. This permit may be revoked at any time by Wellington for non-compliance with the conditions noted above or other Wellington standards.

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

Kelly Ferraiolo  
Planner

Date

David Flinchum, ASLA, AICP  
Planning & Zoning Manager

Date

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

**BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE RECEIPT OF THE SPECIAL EVENT PERMIT USE (2015-24 SPR), CAREFULLY READ THE FOREGOING AND KNOW**

**AND UNDERSTAND ITS CONTENT. FURTHER I AGREE TO BE BOUND BY ALL TERMS  
AND CONDITIONS AS CONTAINED IN THIS DOCUMENT.**

\_\_\_\_\_  
Print Applicant Name

\_\_\_\_\_  
Applicant Signature

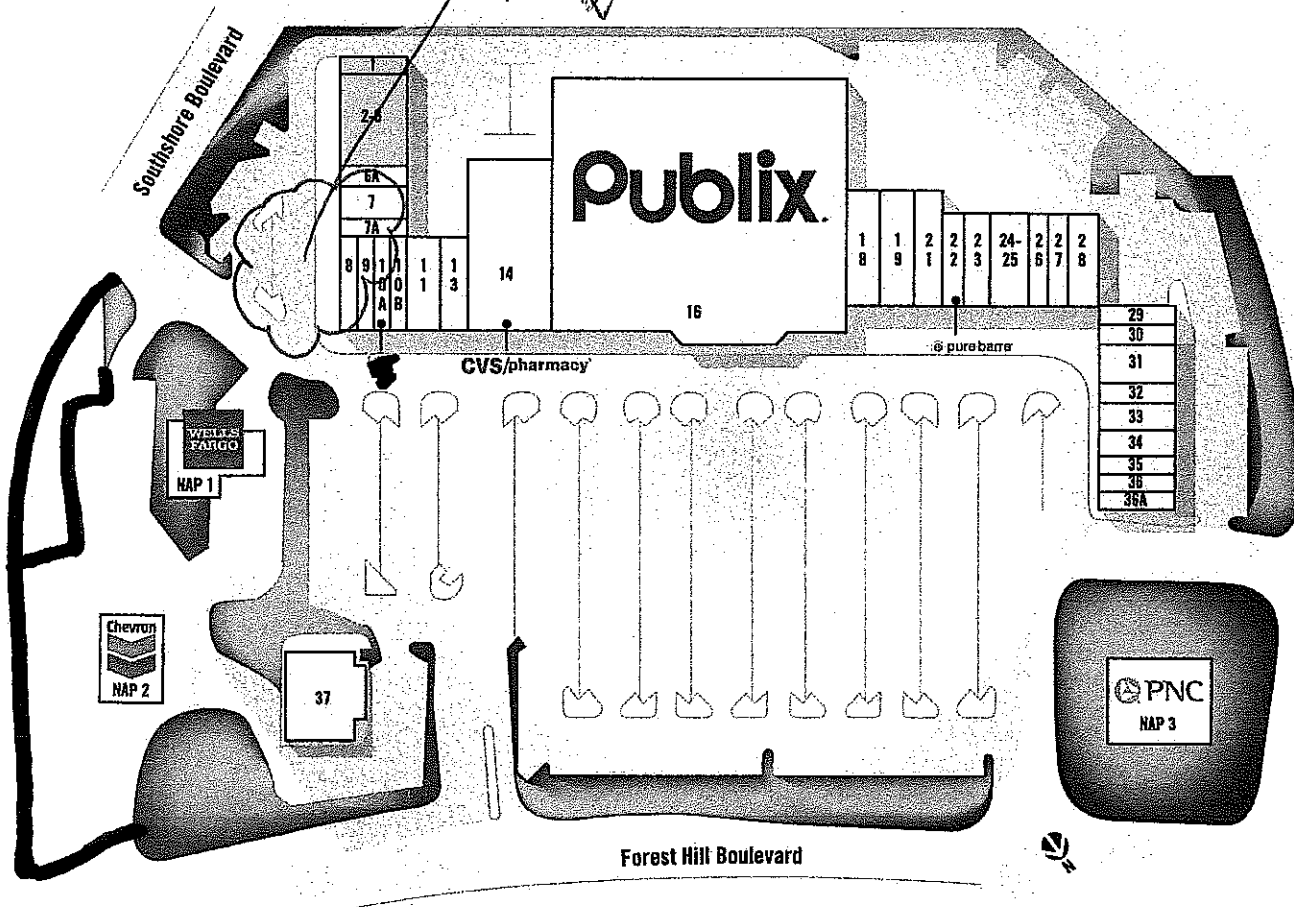
\_\_\_\_\_  
Date

ORIGINAL TO BE POSTED ON SITE

11924 Forest Hill Blvd #7  
 Smoke Inn Wellington / Burn phone Inn Wc.  
 Set 753-7558

~~EXHIBIT A~~

Area of  
 Eminent



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WELLINGTON COUNCIL  
 NOV 10 2015

11924 Forest Hill Blvd #7  
 Ben Hurman LLC / Snow Farm Wellington

Set 753-455c

M = Music Area Setup

⊙ = Table & Chairs

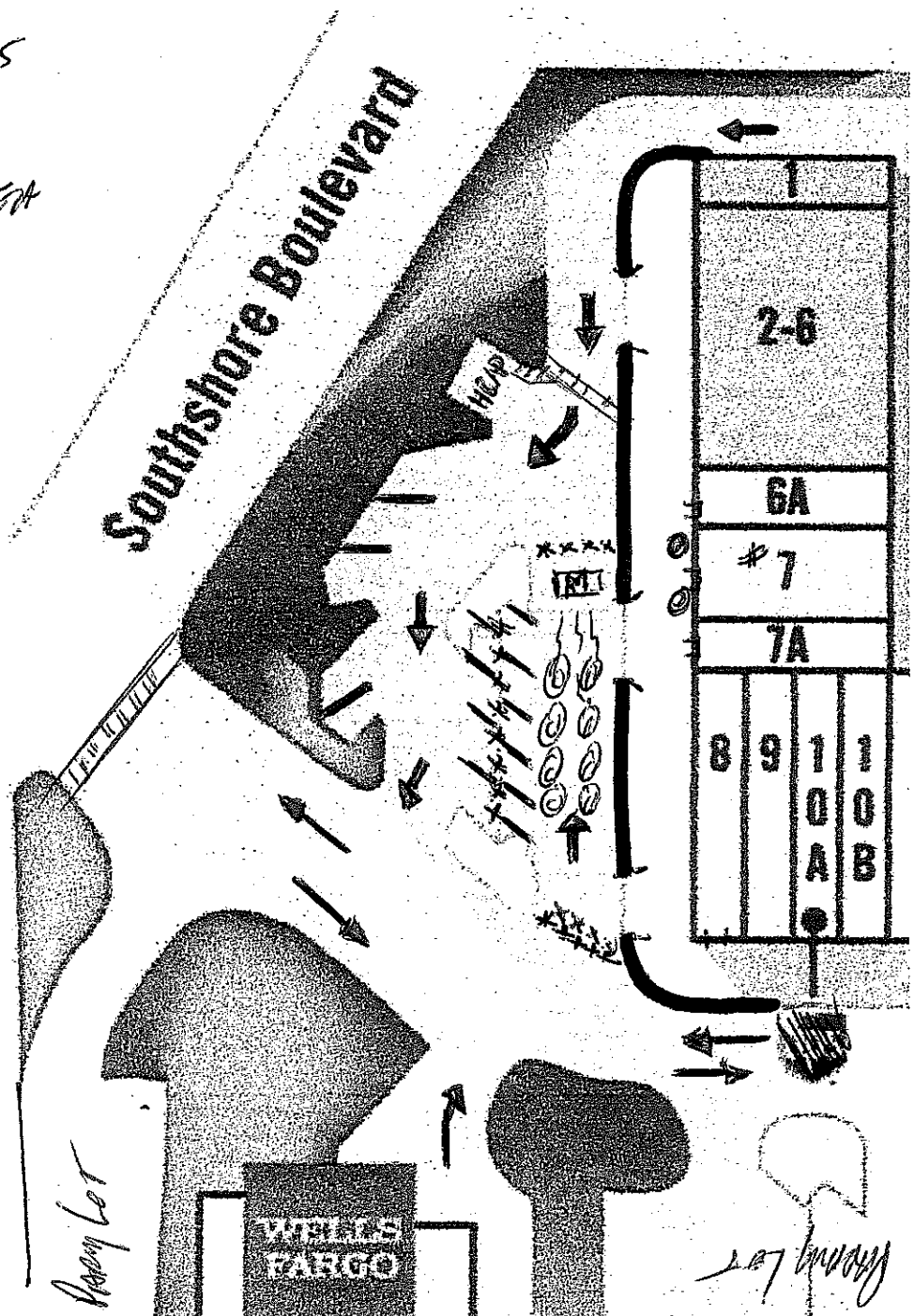
\* = Block off Area

↑ = Traffic Flow

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WELLINGTON COUNCIL  
 BUILDING DEPARTMENT



**STAFF USE ONLY**

Intake Date: \_\_\_\_\_

By: \_\_\_\_\_

Petition # \_\_\_\_\_

**Planning & Zoning**12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 [PZApplications@wellingtonfl.gov](mailto:PZApplications@wellingtonfl.gov)**PART 1: PLANNING AND ZONING GENERAL APPLICATION**

(Completed Part 1 and 2 of the Application is required)

**INSTRUCTIONS:**

1. Date of required pre-application meeting: \_\_\_\_\_
2. Please complete all questions on the application. If not applicable, indicate with N/A.
3. Provide required attachments as shown on the checklist (Part 2)
4. Check the appropriate type of request (Must complete Part 2 of the application specific to your request):

- ☐ Administrative Appeal  
☐ Administrative Variance  
☐ Annexation  
☐ Architectural Review Board  
☐ Comprehensive Plan Amendment  
☐ Conditional Use/Compatibility Determination

- ☐ Development Order/ Amendment/Other  
☐ Easement/Right-Of-Way Vacation Abandonment  
☐ Master Plan/Amendment  
☐ Minor Site Plan Amendment  
☐ Rezoning

- ☐ Site Plan/Amendment/ Subdivision  
☒ Special Permit Use  
☐ Unity of Title/Unity of Control/Release  
☐ Variance  
☐ Zoning Text Amendment

Multiple requests may be selected. A completed Part 2 Application for each request shall be submitted with a completed Part 1: Planning and Zoning General Application.

Application Fee: \$ 250.00 (Total fee for all requests)

(Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)

**I. PROPERTY OWNER AND AGENT INFORMATION**

Property Owner(s) of Record: Legacy Center  
 Address: 3001 Port Blvd City: PBB ST: FL Zip: 33410  
 Phone: 561-430-2300 Cell: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Applicant (if other than owner): MICHAEL WEKS - Smoke Inn Wellington  
 Address: 11924 Forest Hill Blvd City: Well ST: F Zip: 33414  
 Phone: 561-753-4558 Cell: 561-753-4558  
 Email Address: SMOKE INN WELLINGTON @ GMAIL.COM

Agent & Company Name: \_\_\_\_\_  
 Address: Sunrise Property Owners City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Consultants: If applicable to the request, please attach a separate list of all consultants that will provide information on this request. Include the name, address, telephone number, and fax number as well as the type of professional service provided.

Authorization or Power of Attorney must be attached if applicant is other than owner.

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**II. REQUEST**

A. Describe type of request:

Community Permit For Outside Events Throughout the Year  
Cigar Party & Promotions**III. PROPERTY LOCATION**A. Is the subject property located within one mile of another municipality? [ ] yes ☒ no

If 'yes' please specify: \_\_\_\_\_

B. Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application.

PCN: 73-41-44-10-12-001-0000

C. Total Acreage of Subject Property 11.36

D. Project Name: Wellington Town Square

E. Project Address: 1124 Foster Hill Blvd

F. General Location Description (proximity to closest major intersection in miles or fractions thereof):

South Shore Blvd-

**IV. LAND USE AND ZONING INFORMATION**

A. Zoning Designation: PUD Future Land Use Designation: CC

B. Existing Use(s) on Property: Shopping Center

C. Proposed Use(s): Retail &amp; Restaurant - etc etc

D. Do you have a Zoning Confirmation for this project? If so, please attach \_\_\_\_\_

**V. COMPLIANCE**

(Attach additional sheets if necessary)

A. Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?

[ ] yes [ ] no. If no, please explain: N/A

B. Code Enforcement Case Number(s) N/A

C. Report on the status of all previous conditions of approval:

Always have been approved!

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### VI. PROJECT HISTORY

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number

### VII. ADJACENT PROPERTIES

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE				
NORTH				
SOUTH				
EAST				
WEST				

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From: "Byrne, Chad" <ChadByrne@regencycenters.com>  
Subject: RE: Smoke Inn Wellington at Wellington Town Square  
Date: September 14, 2015 1:59:15 PM EDT  
To: Michael Weiss <smokeinnwellington@gmail.com>

Approved.

Thanks,

Chad Byrne, CSM  
Regional Property Manager  
561 630 2306

3001 PGA Boulevard Suite 202  
Palm Beach Gardens, FL 33410

Helping retailers  
thrive at  
Regency  
Centers.



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From: Michael Weiss [mailto:smokeinnwellington@gmail.com]  
Sent: Monday, September 14, 2015 12:37 PM  
To: Byrne, Chad  
Subject: Smoke Inn Wellington at Wellington Town Square

Chad  
(Regency Center-Wellington Town Square)

I have to submit dates to the Village of Wellington once again for my Event Permit for the next year..  
November 2015 through October 2016

November 13th Friday Night 6-11pm...Parking lot Shut Down..  
This is our 4yr Anniversary Party...

December 10th Thursday Night 6-10pm

January 22nd Friday Night 6-11pm...Parking lot Shut Down..

February 25th Thursday Night 6-10pm

March 10th Thursday Night 6-10pm

April 15th Friday Night 6-11pm...Parking lot Shut Down..  
or  
April 16th Saturday Day 1-5pm...

May 19th Thursday Night 6-10pm

June 16th Thursday Night 6-10pm

July 3rd Sunday Night 6-11pm Parking lot Shut Down

August 25th Thursday Night 6-10pm

September 22nd Thursday Night 6-10pm

October 20th Thursday Night 6-10pm

The dates may change based on the manufacturer schedule...but this us a once a month tasting or event.  
There will be music on all dates above...

Please approve & send back to me via e-mail, I have to submit this week.....

Thanks

Michael Weiss  
Burn Another One LLC  
11924 Forest Hill Blvd Suite #7  
Wellington, FL 33414  
[www.SmokeInnWellington.com](http://www.SmokeInnWellington.com)

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VILLAGE OF WELLINGTON  
COUNCIL





## Planning and Zoning

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications@wellingtonfl.gov

### STAFF USE ONLY

Intake Date: \_\_\_\_\_

By: \_\_\_\_\_

Petition # \_\_\_\_\_

## PART 2: SPECIAL PERMIT USE

### I. SPECIAL USE CATEGORY

Check type of application(s) applying for:

- |   |  |
|---|--|
| <input type="checkbox"/> Accessory Dwelling                     | <input type="checkbox"/> Stand for the Sale of Agricultural Products |
| <input type="checkbox"/> Bed And Breakfast                      | <input type="checkbox"/> Temporary Amusement/Special Event           |
| <input type="checkbox"/> Caretaker/Security Quarters            | <input type="checkbox"/> Temporary Outdoor Retail Sales              |
| <input type="checkbox"/> Mobile, Outdoor Retail/Food Vendor     | <input type="checkbox"/> Temporary Tent                              |
| <input type="checkbox"/> Seasonal Equestrian Show/Special Event | <input checked="" type="checkbox"/> Other <i>Community Event</i>     |

### II. GENERAL SUBMITTAL CHECKLIST

PLEASE CHECK  
YES NO N/A

☐ ☐ ☒

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☐ ☐ ☒

☒ ☐ ☐

a. Provide five (5) copies of the following documents:

1. Completed application (Part 1 and Part 2)
2. Warranty deed including property control number or folio number and legal description of the property.
3. Signed and sealed survey (not more than one year old) including any and all easements of record (referenced by OR Book and Page) prepared by a surveyor registered in the State of Florida.
4. Certificate of Fire Proofing for tent structures.
5. Unity of Title (if applicable).

b. Application fee.

c. Electronic files (PDF, JPEG, Word) of all items on the checklist, including the application, saved with proper corresponding title.

d. Accessory dwelling occupancy required proof of elderly, physically disabled or meets the low income standards as defined in Article 3.

e. Documentation of not-for-profit status.

f. Circulation Plan including traffic control and parking plan for the special use/event.

g. Traffic statement signed and sealed by a Professional Engineer.

h. Wellington Business Tax Receipt for the current year.

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**III. SITE PLAN (Five Copies)***24" x 36" with scale not smaller than 100' to an inch.***PLEASE CHECK**

YES NO N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- a. Access points to the property for those attending the special use/event.
- b. Special use/event area square footage
- c. Location, setbacks, and footprint of tent or other structures.
- d. Location where permit will be posted.
- e. Location of all proposed signage.
- f. Complete event layout.

**IV. EQUESTRIAN SHOW SUBMITTAL CHECKLIST***(In addition to items II. and III. For Equestrian Shows for more than four days or two events)***PLEASE CHECK**

YES NO N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a. Signed and notarized Notice Affidavit
- b. Completed Notice of Application for Special Use
- c. A list of all owners within a five hundred (500) foot radius of boundary lines of the subject property from the most recent tax roll information as provided by the Palm Beach Property Appraiser's Office
- d. Executed affidavit signed by the person responsible for completing the property owner list
- e. One (1) sets of POSTAGE PAID first class envelopes with the typed names of the owners within a five hundred (500) foot radius of the boundary lines of the subject property and Wellington's return address required..

**IV. JUSTIFICATION STATEMENT  
(Attach to Application)**

The applicant shall provide a Justification Statement to explain how the request conforms to the following:

1. **Consistency with Wellington Comprehensive Plan**—the proposed Special Permit Use is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan.
2. **Complies with supplementary use standards**—the proposed Special Permit Use complies with all relevant and appropriate portions of LDRS Section 6.4, Use Regulations & Definitions and Section 6.6 Supplementary Regulations.
3. **Compatibility with surrounding uses and zones**—the proposed Special Permit Use is consistent with the character of the immediate vicinity of the land proposed for development.

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OFFICE OF WELLINGTON

4. ☒ **Design minimizes adverse impact**—the design of the proposed Special Permit Use minimizes adverse effects, including visual impact, of the proposed use on adjacent lands.
5. **Duration**—the length of time the proposed Special Permit Use will occur and how impacts will be minimized. (Dates and Times) *See ATTACHMENTS*
6. ☒ **Health and sanitation**—the proposed Special Permit Use complies with all relevant standards related to health and sanitation as determined by the Palm Beach County Public Health Unit. *Barnes Road/Heap*
7. ☒ **Traffic considerations**—the proposed Special Permit Use complies with all relevant transportation standards as determined by Wellington Engineering Department. *Palm Bluffs / See ATTACHMENTS*
8. ☒ **Consistent with the LDRS**—the proposed Special Permit Use complies with all additional standards imposed on it by all other applicable provisions of the LDRS.
9. ☒ **Adequate public facilities**—permanent structures shall comply with Article 11, Adequate Public Facilities Standards, of the LDRS.

### V. EVENT INFORMATION

A. **Describe Special Use/Event Proposed:** Provide the LDR Section that authorizes your request and description of the use/event. If live entertainment is proposed as a part of the use/event, provide a description of the type of entertainment and whether amplified sound will or will not be used as a part of the entertainment.

B. Is entertainment proposed at the event? Yes What type of entertainment is proposed?

PS - BAND - SPEAKER -

C. If applicable, state the hours of operation for the entertainment: 6-9 & 6-11 pm

D. Will amplified sound be used? YES

E. Provide the number of vendors anticipated for the use/event: 1 - ME / Smoke from Wellington

F. Will food be served? YES / CATERED! Will alcohol be served? YES / BEER & Wine only

G. Provide the anticipated attendance for the special use/event: 40-60

H. If a horse show, number of entries each day: N/A

I. Building permit number for all Special Use Permits with temporary tents greater than 10'x10':

N/A

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WELLINGTON

11/10/2015 11:10

**VI. NOTICE OF APPLICATION FOR SPECIAL PERMIT USE**  
(Only applicable to Equestrian Show Permits for more than four days or two events)

This notice is furnished to you, as required by the Land Development Regulations, to notify all persons owning property within 500 feet of the property involved in an application for a Special Permit Use.

Applicant: MICHAEL WEISS / SMOKE INN WELLINGTON  
Special Use Property Address: 11924 FOREST HILL BLVD  
Subdivision/Commercial Site Name: WELLINGTON TOUR SQUARE  
Special Use Applied for: PARTY / EVENT / TAILGATE  
Dates of Special Use: SEE ATTACHMENT  
Hours of Special Use: SEE ATTACHMENT  
Council Date (if applicable) \_\_\_\_\_

If you have any questions regarding the petition, please contact:

Wellington Planning and Zoning Department  
12300 Forest Hill Boulevard,  
Wellington, FL 33414  
(561) 791-4000

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PLANNING AND ZONING  
DEPARTMENT

From: "Byrne, Chad" <ChadByrne@regencycenters.com>  
Subject: RE: Smoke Inn Wellington at Wellington Town Square  
Date: September 14, 2015 1:59:15 PM EDT  
To: Michael Weiss <smokeinnwellington@gmail.com>

Approved.

Thanks,

Chad Byrne, CSM  
Regional Property Manager  
561 630 2306

3001 PGA Boulevard Suite 202  
Palm Beach Gardens, FL 33410

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thrive at  
Regency  
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Sent: Monday, September 14, 2015 12:37 PM  
To: Byrne, Chad  
Subject: Smoke Inn Wellington at Wellington Town Square

**Chad**  
**(Regency Center-Wellington Town Square)**

**I have to submit dates to the Village of Wellington once again for my Event Permit for the next year..**  
**November 2015 through October 2016**

**November 13th Friday Night 6-11pm...Parking lot Shut Down..**  
**This is our 4yr Anniversary Party...**

**December 10th Thursday Night 6-10pm**

**January 22nd Friday Night 6-11pm...Parking lot Shut Down..**

**February 25th Thursday Night 6-10pm**

**March 10th Thursday Night 6-10pm**

**April 15th Friday Night 6-11pm...Parking lot Shut Down..**  
**or**  
**April 16th Saturday Day 1-5pm...**

**May 19th Thursday Night 6-10pm**

**June 16th Thursday Night 6-10pm**

**July 3rd Sunday Night 6-11pm Parking lot Shut Down**

**August 25th Thursday Night 6-10pm**

**September 22nd Thursday Night 6-10pm**

**October 20th Thursday Night 6-10pm**

**The dates may change based on the manufacturer schedule...but this us a once a month tasting or event.**  
**There will be music on all dates above...**

**Please approve & send back to me via e-mail, I have to submit this week....**

Thanks

**Michael Weiss**  
**Burn Another One LLC**  
**11924 Forest Hill Blvd Suite #7**  
**Wellington, FL 33414**  
**[www.SmokeInnWellington.com](http://www.SmokeInnWellington.com)**

RECEIVED

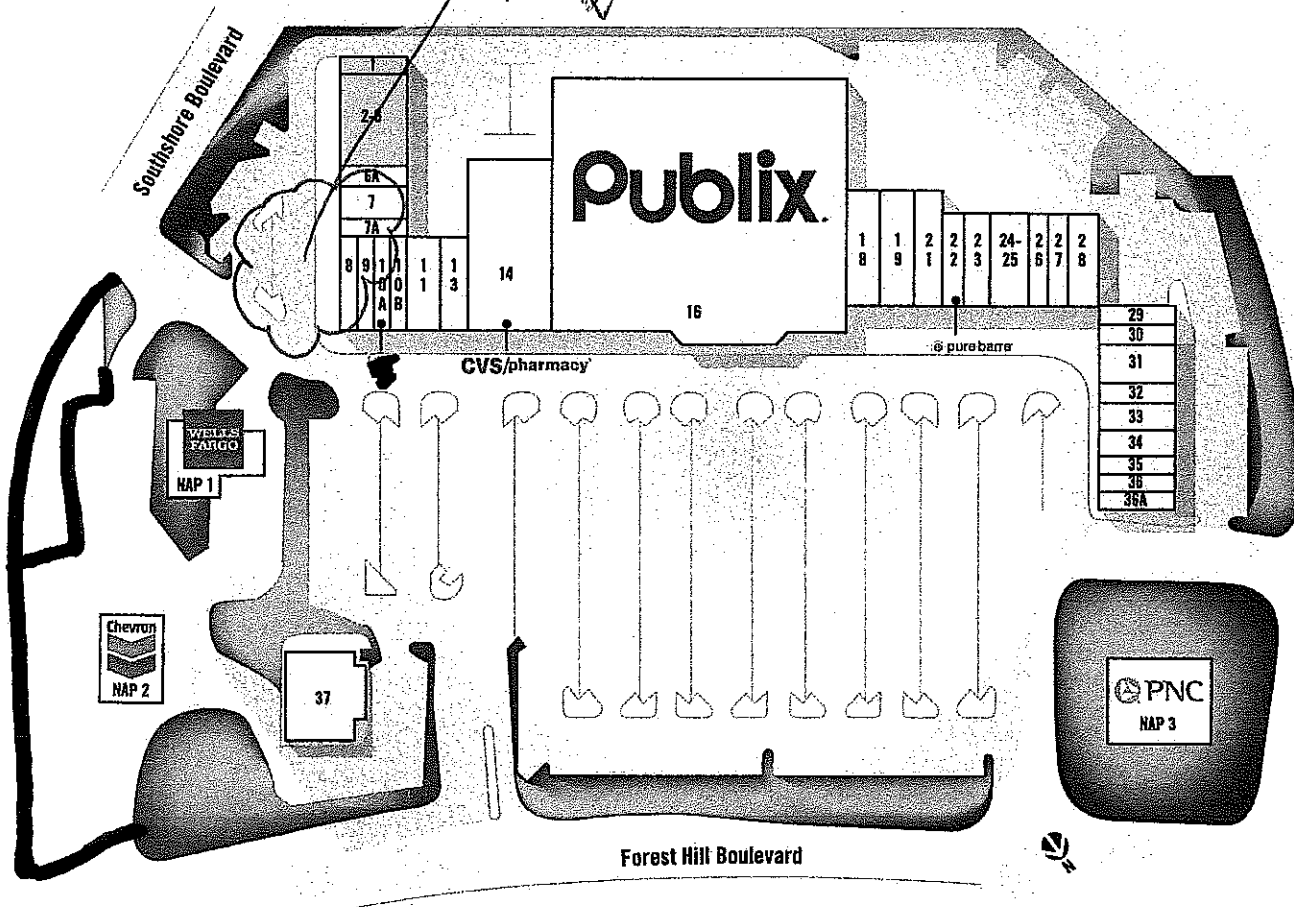
OCT - 1 2015

WELLINGTON

11924 Forest Hill Blvd #7  
 Smoke Inn Wellington / Burn phone Inn Wc.  
 Set 753-7558

~~EXHIBIT A~~

Area of  
 Eminent



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OCT - 1 2015

WELLINGTON COUNCIL  
 NOV 10 2015



**VII. AGREEMENT FOR REMOVAL OF TEMPORARY FACILITY***(Applicable to all events utilizing temporary facilities such as tents, rides, bounces houses, bleachers, etc.)*

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, having first been duly sworn; deposes and says:

That he/she is the Agent of the following described land in Palm Beach County, Florida, to wit: for temporary rides, carnival, circus, revival tent, bazaar, and other temporary events:

That the undersigned was granted special permit use approval by Wellington Planning and Zoning Division on \_\_\_\_\_ to have a Temporary Facility on the above-described property for maximum period of \_\_\_\_\_ days, the dates being See Above through \_\_\_\_\_. It is understood that the undersigned agrees to the following:

- 1) The property will be self-policed during the period the permit for temporary outdoor retail sales is active and, furthermore, that said property will be returned to an orderly and sanitary condition after the expiration of said temporary permit;
- 2) Said facility is to be inspected by the area's Fire Marshall prior to the erection of the temporary facility and shall be inspected upon completion of all activities; and
- 3) No electricity shall be provided to the facility unless Wellington Building Division issues an approved Electrical Permit. It is understood that the undersigned at their volition will remove said temporary facility by the expiration date noted above.
- 4) To fulfill all conditions of approval for the special use permit.

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**NOTARY**STATE OF FloridaCOUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 1 day of Oct, 2015

by Michael Weiss. He/She is personally known to me or has produced

A. License as identification and did/did not take an oath.

Ramona Moran My Commission Expires: 3/27/19

(Signature of Notary)

Ramona Moran  
(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)



RECEIVED

OCT - 1 2015



# IX. AGENT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Signature(s) of Agent(s):

Print Name(s):

Michael S. Weiss

## NOTARY

STATE OF

Florida

COUNTY OF

Palm Beach

The foregoing instrument was acknowledged before me this 1 day of Oct, 2015 by

Michael Weiss. He/She is personally known to me or has produced

Ramona Moran as identification and did/did not take an oath.

(Signature of Notary)

My Commission Expires: 3/27/19

RAMONA MORAN  
(Name – Must be typed, printed, or stamped)

(NOTARY'S SEAL OR STAMP)



RECEIVED

OCT - 1 2015



# Village of Wellington

## Legislation Text

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**File #:** 15-841, **Version:** 1

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**ITEM: DISCUSSION OF VILLAGE MANAGER'S CONTRACT**

**REQUEST:** Discussion of the Village Manager's contract.

**EXPLANATION:** Councilman Willhite was appointed to negotiate the Village Manager's contract. Councilman Willhite met with Mr. Schofield to discuss the terms of the contract. Attached is a copy of the proposed contract and the related resolution.

**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:** Discussion of the Village Manager's contract.

**RESOLUTION NO. R2015-92****RESOLUTION OF THE COUNCIL OF WELLINGTON,  
FLORIDA, APPROVING AND AUTHORIZING THE MAYOR  
AND VILLAGE CLERK TO EXECUTE THE EMPLOYMENT  
AGREEMENT BETWEEN WELLINGTON AND PAUL  
SCHOFIELD; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wellington Council has determined that it is in the best interest of Wellington to enter into an Employment Agreement with Paul Schofield to continue his services as Wellington's Manager; and

**WHEREAS**, an Employment Agreement between Wellington and Paul Schofield has been prepared and is attached hereto as Exhibit "A".

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

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

**SECTION 2.** The Wellington Council hereby accepts and approves the Employment Agreement between Wellington and Paul Schofield and authorizes the Mayor and Village Clerk to execute the Agreement, a copy of which is attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED** this 10<sup>th</sup> day of November 2015.

**ATTEST:**

**WELLINGTON, FLORIDA**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

\_\_\_\_\_  
Bob Margolis, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Laurie Cohen, Village Attorney

## **Exhibit "A"**

### **EMPLOYMENT AGREEMENT BETWEEN WELLINGTON AND PAUL SCHOFIELD**

THIS AGREEMENT between Wellington and Paul Schofield as manager is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015. Paul Schofield, ICMA-CM, hereinafter referred to as MANAGER is currently under contract with the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter called EMPLOYER until February 14, 2016. The parties are desirous of extending the current agreement for an additional five (5) year time period. This Agreement shall restate and supersede the existing employment agreement between the parties. In consideration of the mutual obligations set forth below, the MANAGER and the EMPLOYER agree as follows:

#### **I. DUTIES AND RESPONSIBILITIES**

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, and Policies and Procedures of Wellington and as provided by Florida Law and as mutually agreed to by the MANAGER and EMPLOYER from time to time, as well as the functions and duties of the Chief Administrative officer of the Acme Improvement District. The EMPLOYER shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of Wellington until termination of this Agreement. The MANAGER shall not be employed by any other employer until the termination of this Agreement. The term "employed" shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER's time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes. The MANAGER shall devote his full time to act as the Wellington Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of Wellington and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization. The MANAGER agrees to direct and supervise the operation of Wellington and Acme Improvement District and appoint and employ such personnel as may be necessary for the proper and efficient operation of both entities. Subject to budget limitations, the MANAGER shall be solely responsible for the hiring, firing and direction of all non-charter Wellington employees. The EMPLOYER shall be solely responsible for the hiring and firing of all Charter Officers. The MANAGER shall maintain coordination, communication and consultation with all other Charter Officers on all matters requiring their expertise or input as often as and to the extent necessary to efficiently carry out the functions of Wellington.

It is recognized that the MANAGER must devote significant time outside the confines of normal office hours to the EMPLOYER's business. To that end, the MANAGER is entitled to vary his hours as necessary to balance the demands on his time; however, in no case shall the MANAGER dedicate less than an average of forty (40) hours per week in the performance of his official duties.

#### **II. TERMS OF EMPLOYMENT**

- A. The term of this Agreement shall begin upon the date of execution of the Agreement and remain in effect until February 12, 2021. The term of this Agreement may be modified by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section III herein below.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section III herein below.
- D. At least one hundred and eighty days (180) prior to the expiration of this agreement, the Manager shall notify the Village Council of the Manager's intentions for future employment beyond the expiration of this contract.

### III. TERMINATION AND SEVERANCE PAY

- A. In the event the MANAGER is terminated by the EMPLOYER for any reason other than those set forth in Section III (B) herein below and during which time the MANAGER is willing and able to perform his duties under this Agreement, then in any event EMPLOYER agrees to pay MANAGER severance pay equal to twenty (20) weeks salary and benefits. All Group Life Insurance program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits provided by the EMPLOYER for the MANAGER and his dependents shall continue in full force and coverage at EMPLOYER'S expense until the end of the severance period or until similar coverage is provided to MANAGER by a subsequent employer (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to the protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and shall not be credited towards the COBRA continuation of coverage period (typically eighteen (18) months). Coverage under COBRA shall be at the MANAGER'S expense and shall commence upon the expiration of all coverage provided under the severance provisions herein. Any continuation of coverage under COBRA shall be contingent upon the MANAGER'S and his covered dependents' timely completion and return of the COBRA enrollment form and the timely submission of the COBRA minimum payments. At the time of his termination of employment, MANAGER (and his covered dependents) will be provided with material discussing his rights and responsibilities under COBRA, including enrollment materials, cost information and enrollment and payment deadlines, as well as information on how COBRA coverage may be extended in the event of a second qualifying event, such as disability.
- B. Should EMPLOYER terminate MANAGER for fraud, embezzlement, conviction of a felony relating to official duties, or gross negligence in the performance of official duties there shall be no severance pay due MANAGER.
- C. Wellington's Council may terminate MANAGER's employment with or without cause in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
- D. In the event the MANAGER voluntarily resigns his positions with EMPLOYER, then MANAGER shall, to the extent possible, give EMPLOYER one hundred and eighty (180) days written notice in advance, unless the parties otherwise agree without the requirement of the Village to pay severance to the MANAGER; however, nothing herein shall preclude the MANAGER and the EMPLOYER from negotiating severance pay based on the circumstances of the voluntary resignation.

#### IV. COMPENSATION

- A. **Base Salary:** EMPLOYER agrees to pay MANAGER for his services rendered pursuant hereto at the salary rate of \$222,500.00. The salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid. Starting on October 1, 2015 and thereafter, annually effective with the beginning of the EMPLOYER'S fiscal year for so long as MANAGER is employed he shall receive a merit increase equivalent to the average percentage rate of merit pay given to Wellington's employees. Further, a cost of living adjustment shall be provided to MANAGER in the same amount and at the same time as provided to other Wellington's employees. Any such merit increases and cost of living adjustments will be paid as a lump sum. In addition, EMPLOYER may increase said base salary and/or benefits of MANAGER in such amounts and to such extent as the EMPLOYER may determine it is desirable to do so.
- B. **Paid Time Off (PTO):** The MANAGER shall earn PTO at the maximum rate of accrual for Village employees as set forth in the Village of Wellington Employee Manual. The Manager shall earn Major Illness (MIL) time at the maximum rate of accrual for Village employees as set forth in the Village of Wellington Employee Manual. Major Illness (MIL) time shall not be capped. However, the Manager shall roll the balance of any unused Major Illness (MIL) time into his Retirement Health Savings Plan (RHSP) at time of separation of employment with the Village.
- C. **Insurance:** During the term of this agreement the MANAGER and his spouse, shall be entitled to and enjoy inclusion in the EMPLOYER's Dental Insurance Program, Health Insurance Program, and Vision Care Program. The MANAGER shall also be entitled to the Disability Insurance Program, Retirement Program, and other benefits that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the Employer in addition to life insurance on his life in an amount of \$500,000.00. EMPLOYER shall pay one hundred (100%) percent of the premiums associated with the MANAGER's and his Family's participation in these insurance programs.
- D. **Retirement/Deferred Compensation:**
1. The MANAGER shall be eligible to participate in the Florida Retirement System (FRS) currently available to Wellington employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other senior management participants of the FRS.
  2. The EMPLOYER shall contribute to a deferred compensation (457) to the MANAGER's account of choosing, an amount equal to the maximum contribution allowable pursuant to Federal Law, as it may be from time to time amended. This payment shall be a net amount after payment of all applicable taxes. However, should the Manager choose to participate in the Deferred Retirement Option Plan (DROP), the Employer will no longer contribute to the deferred compensation (457) plan.

3. If the MANAGER remains in EMPLOYER'S employment until February 12, 2021, then at the time MANAGER ceases to be employed by EMPLOYER (hereinafter referred to as retirement or period of retirement), EMPLOYER shall provide and pay premiums associated with the MANAGER'S participation in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit coverage basis for the MANAGER during the period of his retirement, under the terms of the benefit provided to the Village's general employees at the time of MANAGER'S retirement and as such, health care coverage may be amended from that time forward. These post-employment benefits shall remain available and in effect only until MANAGER reaches the age at which he is eligible to participate in Medicare (or the substantially equivalent federal program for senior healthcare then in existence, by whatever name it is then referred to as). At the time MANAGER is eligible for Medicare, EMPLOYER shall secure and pay for a supplemental coverage insurance plan to provide for any gap health insurance for the MANAGER if such coverage is then available. Should EMPLOYER terminate MANAGER'S employment for reasons other than those set forth in paragraph III (B) above, during the term of this Agreement, then MANAGER shall be entitled to receive at EMPLOYER'S sole cost and expense the right to participate in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit related coverage, as if he had retired on or after February 12, 2021, provided that MANAGER has been employed by EMPLOYER for at least 10 years at the time of his termination. Should the MANAGER be terminated, during the term of this Agreement, for reasons set forth in paragraph III (B) above then MANAGER shall not receive any of these post retirement/termination benefits or coverages.
- E. Vehicle: The EMPLOYER shall provide the MANAGER with exclusive lawful use of a late-model, unmarked automobile and mobile communications equipment at all times during the terms of his employment, provided, however, that MANAGER, cannot use the Village provided vehicle for outside employment. The EMPLOYER shall be responsible for obtaining and funding the cost of all related expenses, including, but not limited to, liability, property damage, and comprehensive insurance coverages, as well as for the purchase, operation (including gasoline for business use only), maintenance, repair, and regular replacement of such Village provided vehicle and communications equipment. All insurance coverages will be extended to include business and non-business passengers in such Village provided vehicle. At the time the current Village provided vehicle reaches the end of its useful life, the Manager will receive the standard senior staff vehicle allowance instead of a Village provided vehicle.
- F. Annual Physical: The MANAGER shall, at the MANAGER's option, be eligible for an annual comprehensive physical at a medical facility of the MANAGER's choosing, provided the facility is in Florida, at the expense of the EMPLOYER.
- G. Dues and Subscriptions: EMPLOYER shall pay reasonable and appropriate professional dues and subscriptions on behalf to the MANAGER for the purpose of allowing his participation in direct job-related associations; subject to budget constraints.
- H. Professional Development: EMPLOYER agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law) for MANAGER's travel to and attendance at the International City/County Management Association annual meeting, as well as other reasonably necessary seminars and conferences customary to MANAGER's position and/or necessary to meet continuing education requirements.

- I. Expense Reimbursement: EMPLOYER recognizes that certain expenses of a non-personal and job affiliated nature are incurred by MANAGER and hereby agrees to reimburse or to pay general expenses subject to annual budget approval.
- J. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER. The EMPLOYER may, at any time, provide other additional benefits solely to the MANAGER, as it may deem desirable to do so.

V. PERFORMANCE EVALUATION

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

VI. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MANAGER.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The EMPLOYER shall indemnify and hold harmless the MANAGER from all claims and/or suits resulting from the performance of his official duties, including, but not limited to, actions pursuant to the Charter, Federal, State and/or County law or mandates, and policy directives of the EMPLOYER within the scope of his employment.
- F. The Manager shall make every attempt to reside within the municipal boundaries of the Village of Wellington.



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

Manager

\_\_\_\_\_  
Paul Schofield

WELLINGTON, FLORIDA

BY: \_\_\_\_\_  
Bob Margolis, Mayor

ATTEST:

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Laurie S. Cohen, Village Attorney

**Exhibit "A"****RESTATED AND AMENDED MANAGER'S EMPLOYMENT AGREEMENT  
BETWEEN WELLINGTON AND PAUL SCHOFIELD**

THIS AGREEMENT restating, amending and extending the employment agreement between Wellington and Paul Schofield as manager is made this \_\_\_\_ day of \_\_\_\_\_, 2015. Paul Schofield, ICMA-CM, hereinafter referred to as MANAGER is currently under contract with the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter called EMPLOYER until February 12<sup>th</sup>, 2021.

The parties are desirous of extending the current agreement for an additional five (5) year time period. This Agreement shall restate and supersede the existing employment agreement between the parties. In consideration of the mutual obligations set forth below, the MANAGER and the EMPLOYER agree as follows:

**I. DUTIES AND RESPONSIBILITIES**

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, and Policies and Procedures of Wellington and as provided by Florida Law and as mutually agreed to by the MANAGER and EMPLOYER from time to time, as well as the functions and duties of the Chief Administrative officer of the Acme Improvement District. The EMPLOYER shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of Wellington until termination of this Agreement. The MANAGER shall not be employed by any other employer until the termination of this Agreement. The term "employed" shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER's time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes. The MANAGER shall devote his full time to act as the Wellington Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of Wellington and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization. The MANAGER agrees to direct and supervise the operation of Wellington and Acme Improvement District and appoint and employ such personnel as may be necessary for the proper and efficient operation of both entities. Subject to budget limitations, the MANAGER shall be solely responsible for the hiring, firing and direction of all non-charter Wellington employees. The EMPLOYER shall be solely responsible for the hiring and firing of all Charter Officers. The MANAGER shall maintain coordination, communication and consultation with all other Charter Officers on all matters requiring their expertise or input as often as and to the extent necessary to efficiently carry out the functions of Wellington.

It is recognized that the MANAGER must devote significant time outside the confines of normal office hours to the EMPLOYER's business. To that end, the MANAGER is entitled to vary his hours as necessary to balance the demands on his time; however, in no case shall the MANAGER dedicate less than an average of forty (40) hours per week in the performance of his official duties.

**II. TERMS OF EMPLOYMENT**

- A. The term of this Agreement shall begin upon the date of execution of the Agreement and remain in effect until February 12, 2021. ~~If either party to the Agreement does not give written notice to the other, of their desire to renegotiate the terms of the Agreement or terminate the Agreement by September 1<sup>st</sup> of the year preceding the end of the Term, then~~

~~the Agreement shall be automatically extended for an additional one year under the same terms and conditions then existing.~~ The term of this Agreement may be modified by written mutual consent of the parties.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at anytime, subject only to the provisions set forth in Section III herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section III herein below.
- D. At least one hundred and eighty days (180) prior to the expiration of this agreement, the Manager shall notify the Village Council of the Manager's intentions for future employment beyond the expiration of this contract.

### III. TERMINATION AND SEVERANCE PAY

- A. In the event the MANAGER is terminated by the EMPLOYER for any reason other than those set forth in Section III (B) herein below and during which time the MANAGER is willing and able to perform his duties under this Agreement, then in any event EMPLOYER agrees to pay MANAGER severance pay equal to twenty (20) weeks salary and benefits. All Group Life Insurance program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits provided by the EMPLOYER for the MANAGER and his dependents shall continue in full force and coverage at EMPLOYER'S expense until the end of the severance period or until similar coverage is provided to MANAGER by a subsequent employer (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to the protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and shall not be credited towards the COBRA continuation of coverage period (typically eighteen (18) months). Coverage under COBRA shall be at the MANAGER'S expense and shall commence upon the expiration of all coverage provided under the severance provisions herein. Any continuation of coverage under COBRA shall be contingent upon the MANAGER'S and his covered dependents' timely completion and return of the COBRA enrollment form and the timely submission of the COBRA minimum payments. At the time of his termination of employment, MANAGER (and his covered dependents) will be provided with material discussing his rights and responsibilities under COBRA, including enrollment materials, cost information and enrollment and payment deadlines, as well as information on how COBRA coverage may be extended in the event of a second qualifying event, such as disability.
- B. Should EMPLOYER terminate MANAGER for fraud, embezzlement, conviction of a felony relating to official duties, or gross negligence in the performance of official duties there shall be no severance pay due MANAGER.
- C. ~~Termination proceedings must commence with a written notice clearly describing the actions claimed by the EMPLOYER constituting such grounds. In the event that the actions specified in the notice do not constitute fraud, embezzlement, conviction of a felony relating to official duties, or gross negligence in the performance of official duties then the MANAGER shall have thirty (30) days from receipt of the notice to cure the actions specified in the said notice. Notwithstanding the preceding,~~ Wellington's Council may terminate MANAGER's employment with or without cause in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
- D. In the event the MANAGER voluntarily resigns his positions with EMPLOYER, then MANAGER shall, to the extent possible, give EMPLOYER ~~ninety-one~~ hundred and eighty (90/180) days written notice in advance, unless the parties otherwise agree without the

requirement of the Village to pay severance to the

MANAGER; however, nothing herein shall preclude the MANAGER and the EMPLOYER from negotiating severance pay based on the circumstances of the voluntary resignation.

#### IV. COMPENSATION

- A. Base Salary: EMPLOYER agrees to pay MANAGER for his services rendered pursuant hereto at the ~~his current salary rate until~~ of at which time the annual base salary shall be \$2292,0500.00. The salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid. ~~Beginning on~~ Starting on October 1, 2015 and thereafter, annually effective with the beginning of the EMPLOYER'S fiscal year for so long as MANAGER is employed he shall receive a merit increase equivalent to the average percentage rate of merit pay given to Wellington's employees. Further, a cost of living adjustment shall be provided to MANAGER in the same amount and at the same time as provided to other Wellington's employees. Any such merit increases and cost of living adjustments will be paid as a lump sum. In addition, EMPLOYER may increase said base salary and/or benefits of MANAGER in such amounts and to such extent as the EMPLOYER may determine it is desirable to do so.
- B. Paid Time Off (PTO): The MANAGER shall earn PTO ~~(including Major Illness Time)~~ at the maximum rate of accrual for Village employees as set forth in the Village of Wellington Employee Manual; ~~however PTO accruals shall not be capped or limited~~ The Manager shall earn Major Illness (MIL) time at the maximum rate of accrual for Village employees as set forth in the Village of Wellington Employee Manual. Major Illness (MIL) time shall not be capped. However, the Manager shall roll the balance of any unused Major Illness (MIL) time into his Retirement Health Savings Plan (RHSP) at time of separation of employment with the Village. .
- C. Insurance: During the term of this agreement ~~The~~ MANAGER, and his spouse and dependents, shall be entitled to and enjoy inclusion in the EMPLOYER's Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, and Vision Care Program, ~~Disability Insurance Program, Retirement Program, and other benefits that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.~~ The MANAGER shall also be entitled to the Disability Insurance Program, Retirement Program, and other benefits that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the Employer in addition to life insurance on his life in an amount of \$500,000.00 EMPLOYER shall pay one hundred (100%) percent of the premiums associated with the MANAGER'S and his Family's participation in these insurance programs.
- D. Retirement/Deferred Compensation:
1. The MANAGER shall be eligible to participate in the Florida Retirement System (FRS) currently available to Wellington employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other senior management participants of the FRS.
  2. The EMPLOYER shall contribute to a deferred compensation (457) to the MANAGER's account of choosing, an amount equal to the maximum contribution allowable pursuant to Federal Law, as it may be from time to time amended. This payment shall be a net amount after payment of all applicable taxes. However, should the Manager choose to participate in the Deferred Retirement Option Plan (DROP), the Employer will no longer contribute to the deferred compensation (457) plan.

3. If the MANAGER remains in EMPLOYER'S employment until February 14, 2016, then at the time MANAGER ceases to be employed by EMPLOYER (hereinafter referred to as retirement or period of retirement), EMPLOYER shall provide and pay premiums associated with the MANAGER'S participation in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit coverage basis for the MANAGER during the period of his retirement, under the terms of the benefit provided to the Village's general employees at the time of MANAGER'S retirement and as such, health care coverage may be amended from that time forward. These post employment benefits shall remain available and in effect only until MANAGER reaches the age at which he is eligible to participate in Medicare (or the substantially equivalent federal program for senior healthcare then in existence, by whatever name it is then referred to as). At the time MANAGER is eligible for Medicare, EMPLOYER shall secure and pay for a supplemental coverage insurance plan to provide for any gap health insurance for the MANAGER and spouse if such coverage is then available. Should EMPLOYER terminate MANAGER'S employment for reasons other than those set forth in paragraph 44III(8B) above, during the term of this Agreement, then MANAGER shall be entitled to receive at EMPLOYER'S sole cost and expense the right to participate in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit related coverage, as if he had retired on or after February 14, 2016, provided that MANAGER has been employed by EMPLOYER for at least 10 years at the time of his termination. Should the MANAGER be terminated, during the term of this Agreement, for reasons set forth in paragraph III (B) above, then MANAGER shall not receive any of these post retirement/termination benefits or coverages.
- E. Vehicle: The EMPLOYER shall provide the MANAGER with exclusive lawful use of a late-model, unmarked automobile and mobile communications equipment at all times during the terms of his employment, provided, however, that MANAGER, cannot use the Village provided vehicle for outside employment ~~. without prior notice to and the approval of Wellington's Council.~~ The EMPLOYER shall be responsible for obtaining and funding the cost of all related expenses, including, but not limited to, liability, property damage, and comprehensive insurance coverages, as well as for the purchase, operation (including gasoline for business use only), maintenance, repair, and regular replacement of such ~~automobile~~ Village provided vehicle and communications equipment. All insurance coverages will be extended to include business and non-business passengers in such ~~automobile~~ Village provided vehicle. At the time the current Village provided vehicle reaches the end of its useful life, the Manager will receive the standard senior staff vehicle allowance instead of a Village provided vehicle.
  - F. Annual Physical: The MANAGER shall, at the MANAGER's option, be eligible for an annual comprehensive physical at a medical facility of the MANAGER's choosing, provided the facility is in Florida, at the expense of the EMPLOYER.
  - G. Dues and Subscriptions: EMPLOYER shall pay reasonable and appropriate professional dues and subscriptions on behalf to the MANAGER for the purpose of allowing his participation in direct job-related associations; subject to budget constraints.
  - H. Professional Development: EMPLOYER agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law) for MANAGER's travel to and attendance at the International City/County Management Association annual meeting, as well as other reasonably necessary seminars and conferences customary to MANAGER's position and/or necessary to meet continuing education requirements.

- I. Expense Reimbursement: EMPLOYER recognizes that certain expenses of a non- personal and job affiliated nature are incurred by MANAGER and hereby agrees to reimburse or to pay general expenses subject to annual budget approval.
- J. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER. The EMPLOYER may, at any time, provide other additional benefits solely to the MANAGER, as it may deem desirable to do so.

V. PERFORMANCE EVALUATION

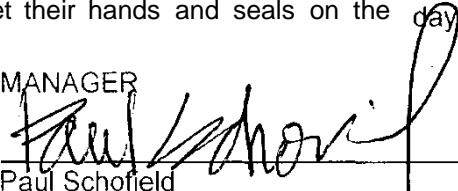
In the month of August, an annual performance evaluation will be completed by the Village Council. ~~Annually,~~ The EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential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

VI. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MANAGER.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The EMPLOYER shall indemnify and hold harmless the MANAGER from all claims and/or suits resulting from the performance of his official duties, including, but not limited to, actions pursuant to the Charter, Federal, State and/or County law or mandates, and policy directives of the EMPLOYER within the scope of his employment.
- F. The Manager shall make every attempt to reside within the municipal boundaries of the Village of Wellington.


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

MANAGER

  
Paul Schofield


ATTEST

BY:

  
Awilda Rodriguez, Village Clerk

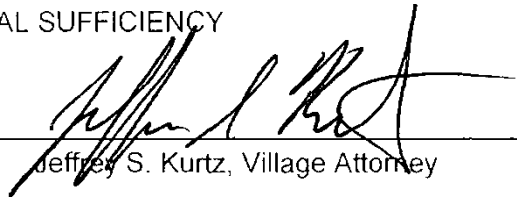
WELLINGTON, FLORIDA

BY:

  
Darell Bowen, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Jeffrey S. Kurtz", is written over a horizontal line. The signature is stylized with a large, sweeping initial 'J' and a long horizontal stroke at the end.

Jeffrey S. Kurtz, Village Attorney