

RESOLUTION NO. 01-03-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH A. NELESSEN ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into an Agreement with A. Nelessen Associates for the performance of a visual preference analysis and visioning for the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Agreement between the City and A. Nelessen Associates, Inc. in substantially the form and substance that is attached as Exhibit "A" is approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute the Agreement on behalf of the City.

**Section 3. Effective Date.** This resolution shall take effect immediately upon adoption.

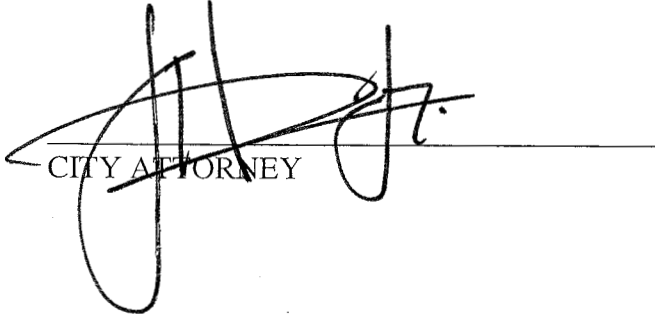
PASSED AND ADOPTED this 13<sup>th</sup> day of March, 2001.

  
ROBERT MILLER, MAYOR

ATTEST:

Katherine V. Selchen  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
CITY ATTORNEY

**CITY OF MARATHON**  
**AGREEMENT**  
**FOR**  
**COMMUNITY VISIONING SERVICES**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of MARCH, 2001, by and between CITY OF MARATHON, a municipal corporation of the State of Florida, ("City"), and A. NELESSEN ASSOCIATES, INC., a New Jersey Corporation, ("Consultant").

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Section 1. Scope of Services.

1.1 The Consultant shall perform Community Visioning Services (Visioning") for the City as specified in the Consultant's Proposal, attached as Exhibit "A." The Visioning services shall be assigned to the Consultant by the City Manager on a Task by Task basis.

Section 2. Completion of Scope of Services/Additional Services.

2.1 The Consultant shall complete each assigned Task within the timeframes established in the schedule provided in the Proposal. Failure of the Consultant to complete each Task in accordance with the established schedule, unless such time frame is extended by the City Manager or the delay is due to circumstances not in control of the Consultant, may result in immediate termination of this Agreement by the City Manager.

2.2 The City Manager shall be authorized to direct the Consultant to perform additional services on a Task basis in accordance with the specifications of the Proposal at the fees listed in the Proposal.

Section 3. Fees for Services/Reimbursement.

3.1 Consultant shall be paid a fixed fee for the satisfactory completion of each assigned Task. However, the total fees to the Consultant for Tasks One through Nine shall not exceed \$92,971. Fees shall be billed to the City by the Consultant upon completion of each assigned Task.

3.2 The Consultants invoices and requests for reimbursement shall be promptly processed for payment by the City pursuant to Section 218.70, Florida Statutes, upon approval of the Consultant's invoice by the City Manager.

3.3 Consultant shall be entitled to reimbursement for actual costs of copying, telephone, faxes, postage, travel and lodging in accordance with the reimbursement schedule listed in Exhibit "A." However, Consultant shall not incur travel or lodging expenses without prior written approval of the City Manager. The Consultant shall submit a request for reimbursement, including receipts for such expenses, upon the completion of each Task.

Section 4. Ownership of documents/deliverables.

4.1 Ownership of all original sketches, documents, plans, and any other deliverables, whether in electronic medium and hard form ("Documents") generated by the Consultant during the performance of this Agreement shall belong to the City.

4.2 The Consultant may retain a copy of said Documents for use as an example of Consultant's work. However, the Consultant shall not use any Documents for any other purpose without the prior consent of the City Manager.

4.3 Upon termination of this Agreement, or upon written request of the City Manager during the term of this Agreement, the Consultant shall deliver all Documents to the City within ten (10) days of the date of the request.

Section 5. Insurance.

5.1 Attached herein in Exhibit B is the insurance required to perform the services outlined in this agreement

5.2 The City of Marathon shall be named as an additional insured on all the above insurance policies. A. Nelessen Associates, Inc. agrees to provide the City of Marathon at least thirty (30) days prior written notification in the event the insurance policies referenced herein, are amended, reduced in coverage or eliminated.

5.3 Failure to comply with the City's Insurance requirements may result in the immediate termination of this agreement by the City Manager.

Section 6. Assignment.

6.1 The services of Anthony Nelessen on behalf of the Consultant are of such a personal nature, that this Agreement shall not be assignable by the Consultant unless the assignment is to a corporation or other legal entity in which Anthony Nelessen is a principal.

Section 7. Prohibition Against Contingency Fees.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Section 8. Term/Termination.

8.1 This Agreement shall be effective as of the date of execution by both parties and shall remain effective through January 31, 2001, unless earlier terminated by the parties. The Consultant's services shall commence upon receipt of a Notice to Commence Services from the City Manager.

8.2 This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. The City Manager may terminate this Agreement upon immediate notice to the Consultant for Consultant's breach of any material term or condition of this Agreement

8.3 If this Agreement is terminated, the Consultant shall be paid for all work performed, delivered and accepted by the City up to the date of termination.

8.4 The City Manager may extend the term of this Agreement for an additional sixty days by providing the Consultant with written notice of said extension.

Section 9. Entire Agreement.

9.1 The parties hereby agree that this is the entire Agreement between the parties.

Section 10. Notices.

9.3 All notices and communications to the City or Consultant shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery.

9.4 All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

FOR CITY: Mr. Craig Wrathell  
City Manager  
Moyer & Associates/Severn Trent Services  
210 North University Drive, Suite 301  
Coral Springs, Florida 33071  
Telephone: (954) 753-5841  
Facsimile: (954) 345-1292

WITH A COPY TO: Weiss Serota Helfman Pastoriza & Guedes, P.A.  
City Attorney  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Telephone: (305) 854-0800  
Facsimile: (305) 854-2323  
Attention: Nina L. Boniske, Esq.  
John R. Herin, Jr., Esq.

FOR Consultant: A. NELESSEN ASSOCIATES, INC.  
Visioning Planning & Community Design  
134 Nassau Street  
Princeton, New Jersey 08542  
Telephone: (609) 497-0104  
Facsimile: (609) 497-0105  
Attention: Anthony Nelessen

Section 11. Governing Law.

11.1 This Agreement shall be construed in accordance with the laws of  
the State of Florida.

11.2 Venue for any litigation arising hereunder shall be in Monroe  
County, Florida.

Section 12. Attorneys' Fees.

If either the City or the Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, trial and appellate costs and reasonable attorneys' fees.

Section 13. Severability.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

Section 14. Waiver of Jury Trial.

Both the City and the Consultant knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

Section 15. Independent Contractor.

The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.



Section 16. Amendments.

16.1 Unless otherwise provided for in this Agreement, no modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

Section 17. Records/Audits.

17.1 Consultant shall maintain, complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the City or any authorized City representative with reasonable notice and shall be kept for a period of three (3) years from the date of Termination of this Agreement.

17.2 The Consultant shall comply with the provisions of Chapter 119, Florida Statutes pertaining to public records.

17.3 Failure of the Consultant to comply with the public records laws or the inspection or audit of such documents shall be grounds for immediate termination of this Agreement by the City Manager.

17.4 Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries.

Section 18. Indemnification/Hold Harmless.

18.1 The Consultant shall indemnify, defend and hold harmless the City, its officials, agents, employees, and volunteers from against any and all liability, suits, actions, damages, costs, losses and expenses, including attorney's fees, demands and claims for personal injury, bodily injury, sickness, disease or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the Consultant, its officials, agents or employees in the performance of the services of the Consultant under this Agreement.

Section 19. Consent to Jurisdiction.

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

Consultant:

A. NELESSEN ASSOCIATES, INC.  
134 Nassau Street  
Princeton, New Jersey 08542

By: Anton C. Nelesen

Print Name: ANTON C. NELESSEN

Print Title: PRESIDENT

3/30/01

CITY:

CITY OF MARATHON, Florida  
11090 Overseas Highway  
Marathon, Florida 33050

By: Robert Miller  
Robert Miller, Mayor

ATTEST: Katherine V. Selchan  
City Clerk

APPROVED: [Signature]  
City Attorney

**EXHIBIT "A"**

**SCOPE OF WORK**

**SCHEDULE OF FEES**

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**SCOPE OF WORK**  
**Marathon Visioning**

*Preliminary Draft of Potential Scope*

**Introduction**

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A Nelessen Associates (**ANA**) is recognized as one of the leading firms for public participation and visioning in the country. The firm combines its visual survey techniques with years of professional expertise. The firm's frequently emulated visioning technique, the Visual Preference Survey (VPS) <sup>TM</sup>, was developed and perfected by A. Nelessen Associates, Inc., and received the U.S. Patent Trademark in 1993. The Nelessen visioning process combines visual responses with a demographic and policy questionnaire along with an interactive workshop setting that translated images into plans and priorities. ANA has continued to develop the technique based on available technology, and offers a broad range of applications.

To create simulated potential future conditions, ANA has an extensive private image resource bank – currently over 1,000,000 images, with nearly 300,000 in active numbered files. It has been used extensively for transportation, transit and related land-use planning. The technique demonstratively helps develop a consensus plan for the future. With its range of visioning techniques and applications, ANA is considered the foremost and most established visioning firm in the country.

**Summary of Scope**

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ANA will produce a 40 to 45 minute visual survey instrument for a corridor development and transportation options that can be administered at a range of meetings. The Survey will contain images, a questionnaire and perhaps a map. The survey will focus on 12 broad categories of concern including development, major activity areas, and transportation. The survey instrument must be able to be administered in several modes including, slides, LCD/laptop computer projection, on videotape, and/or local cable and in display boards.

ANA will administer the survey and tabulate and analyze the results as well as prepare and present the conclusions that are generated from the survey.

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*City of Marathon VISUAL PREFERENCE SURVEY*

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**Introduction**

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The following is a more detailed scope of services outlining the above for the City of Marathon Vision Process.

The Marathon Vision Process will be a statistical public opinion survey tailored for public outreach. ANA will tailor a statistical public opinion survey. The stated goal is not only to have the public identify their transportation desires, but also identify improvements for which they are willing to accept the financial costs and the impacts on the community.

**Task ONE: Project Start up and Data Collection**

**1.1, 1.2, 1.4, 1.7**

**Background Data/Mapping**

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The ANA visioning process begins with a series of meetings in Marathon to research and review of available maps and reports, Master Plan, GIS data, capital improvement plans, demographic and other land-use data for the City. ANA requires GIS base maps with multiple layers of Marathon attributes (layers to be determined later) to be used in the initial meetings with City staff and the Advisory Committee to identify those locations, corridors, etc., that best represent the problems, potentials and proposals throughout Marathon Key. Tony Nelessen will travel to Marathon for meetings with City staff and the Oversight Committee to brainstorm the 12 areas of concern and the various options within these categories. Opportunities will be notated on maps along with other information to determine appropriate locations to photograph for the visual survey.

**1.3 & 1.5**

**Initial Meetings**

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These first meetings with the City staff and the Oversight Committee have two purposes. The first is to illustrate the recommended techniques and to answer any questions or concerns. At this time, ANA will review and collaborate on the projected time line, tasks and specific requirements of the project.

# **Exhibit "A"**

## **Scope of Work and Schedule of Fees**

### **A. Nelessen Associates, Inc.**

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The second and most important purpose is to inform ANA of local transportation, transit and land-use planning and development history, current concerns, future projections and expectations from which the survey instrument will be developed. Twelve areas of concern have been identified for the survey instrument.

For each of these areas of concern there are a potential range of solutions, which we need to discuss with the staff and the Oversight Committee. We will also probe specific issues and any specific demographic profiles that the City of Marathon would like to more thoroughly understand. We will ask the Advisors to identify on the map positive and negative examples of: current and proposed transportation conflicts, areas of land use concern, pedestrian conflicts, corridors of visual and aesthetic concerns, areas of underserved mobility, freight transportation issues, environmental considerations, historic preservation areas, etc., or any other issues of importance or concern. We would also like to know the locations of the most positively and negatively perceived places in Marathon. All the above locations represent initial locations for in-field analysis and photography.

At these meetings we will also discuss other Marathon issues including population and demographic trends, problems and potentials with existing policies, governmental organization, inter-governmental relations, education, perceptions/realities, finance and tax base, capital improvement plans, transportation budgets and economic development.

ANA will discuss with staff the schedule of the public workshops and preliminary timing and location for the presentation of results.

## **1.6**

### **Field Work/Photography**

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After our initial exposure to local current problems, potentials and opportunities, ANA will begin with walking, driving and photographing existing conditions based on the input and mapping from the initial meetings with the Advisory Group and staff. This will take several days.

All Visual Preference Surveys can focus on an inter-related set of images, both positive and negative, that holistically form the components of place. We will focus on specific issues and options that could include

- Streets, avenues and highways - widths, edges, interconnections, intersections, blocks
- Landscaping, parks and other open space along with view corridors
- Street and highway edge conditions for various land uses
- Pedestrian environments (what we call the "pedestrian realm")
- Retail and commercial buildings of various types and character
- Mixed-use Buildings
- Historic districts

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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- Commercial centers - traditional and contemporary
- Civic spaces and public buildings
- Parking lots and other parking methods
- Signing
- Transportation and transit- stops, vehicles, modes
- Street and highway fixtures

While conducting all the photographic fieldwork, ANA requests being accompanied by one (or more) staff person(s) for the most efficient use of our photographic time. A log must be kept of each photographic location, related to the image number. It is simply too time consuming for this to be accomplished by one person.

ANA captures existing images in 35mm slide format. This allows for the high-density resolution necessary for images scanned for simulations that are selected for the Visual Preference Survey PowerPoint or Director presentation.

During this trip, Anton Nelessen will spend additional time with City staff to better understand local markets, get responses to the places photographed, and plot any additional locations to photograph before we return to Princeton.

To keep costs low, the photography should be completed within three days. This means that the route must be pre-organized and mapped.

**Tasks TWO & THREE: Complete Data Collection,  
Preliminary Concept Development/Image Analysis**

**Review, Process and Catalogue Images**

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ANA used slides as their base photography. It provides greater flexibility for a range of digital scanning opportunities and has a predictable archival value, given recent migration of techniques. All film will be processed and numbered, based on the photographic field log. All of the images will be reviewed for quality and analyzed for possible inclusion into the Visual Preference Survey™. Slides will be arranged by issue category; those slides that best portray the problem or a range of potential solutions will be chosen for inclusion in the survey.

Images in the survey will be a combination of mostly local images, with images from the ANA library included where appropriate to illustrate a particular condition. Alternatives and various options for the future will be generated. New "future conditions" will be simulated using existing photographs, onto which are layered images from the extensive ANA image library.

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**Task FOUR: VPS & Questionnaire Preparation**

**4.1**

**Construct the Community Visioning Survey**  
**Using the Visual Preference Survey™**  
**Demographic and Policy Questionnaire and Interactive Studio Format**

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One Community Visioning format is recommended that can be administered in 40 to 45 minutes at up to 2 meetings. This format will consist of 100 to 160 images and 40 to 60 questions. It will be designed to be an engaging, educational process as well as a policy tool for making informed decisions and having the final recommended plans accepted, approved and applauded by the largest number of people in the community.

Our research has indicated that images provide a broad range of applications not imaginable by most people. We ask them to evaluate the images based on the question, "how appropriate or inappropriate is the image you are seeing, now and for the future of the City of Marathon?" Each image is rated from positive 10 to negative 10. ANA was the first to use this scoring technique in our VPS. When the images are combined with the questions, some which are straightforward, while others need thought and consideration, an extraordinary amount of useable data results.

The slide images for the City of Marathon Visual Preference Survey™ and the new simulated images will be digitally scanned and reformatted into several modes including slides in a Kodak carousel and a Power Point presentation on CD. Once the CD is prepared, the images and the questionnaire can be transferred to other media, including print for use in displays or for newsletters.

**4.2**

**The Demographic, Policy and Market Questionnaire**

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The Visual Preference Survey™ is supplemented with a written questionnaire that will be specifically tailored to Marathon. Specific demographic questions are asked which provide a participant profile. Furthermore, specific policy questions can be asked that are not visual. These questions are important to understand the policy and market data in relation to the visual data. The questionnaire will be developed with the client.

**4.3**

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*City of Marathon VISUAL PREFERENCE SURVEY*



**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**Simulations**

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The photographic simulations are constructed starting with an existing photograph of a location onto which one or more alternatives for that location are layered. The location for these simulations will be chosen with staff and the Advisory Committee during the early meetings. ANA estimates that up to 25 simulations may be created. This is reflected in the preliminary cost estimates.

Using existing images of the area as a base, ANA creates new images by incorporating physical characteristics—"design solutions" from other images—that are entirely created, using one or more 3-D computer drawing techniques. This is done on ANA computers, which can scan slide images and then add or subtract desirable or undesirable components. For example, we can see what a street would look like wider, narrower, with additional trees, different street lights, sidewalks, or a change in the building's location, style, size, etc. Both "before" and "after" images are included in the VPS. Incremental changes can also be shown, e.g. a street or roadway may evolve through several phases of development. Our experience has shown this technique to be very effective.

Combining the visual techniques with the questionnaire, Marathon has the unique opportunity to visualize the improvements before they actually occur, test their level of acceptance and assess what amount, if anything, people are willing to pay for the improvements. The simulations are determined in the initial meetings with the client and then the advisory boards.

The simulations will be developed using ANA's professional experience and our library of planning and design related images. These will be done in concert with Marathon staff and the Oversight Committee. We will review those that are most in need of change as well as what types of changes would be most beneficial.

**4.4, 4.5, 4.6, 4.8, 4.9**

**Finalize Draft VPS and Maps**

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ANA will translate the area delimitation and "Susceptibility to Change" maps from the initial workshops to one or more maps that will be used in the Task 7 public workshops.

ANA will prepare the VPS in a PowerPoint format. The draft VPS and questionnaire will be submitted to city staff for approval prior to administration to the public. Any recommended changes to the VPS or questionnaire will be incorporated into the final VPS and questionnaire document to be administered at the public meetings and workshops.

**Mode of Administration**

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**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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Several modes are appropriate for the Marathon Vision Process:

1. Public meetings using LCD/power point projector
2. Public meetings using slide projection
3. Video tape copies distributed through video rental stores, schools or libraries
4. Public broadcasting or local cable networks
5. Fixed or portable printed displays
6. Internet is also possible

## **Task FIVE: VPS Administration**

### **VPS Administration**

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This proposal includes ANA conducting up to two (2) Visual Preference Surveys to be administered at public meetings.

The City of Marathon will be responsible for public out-reach/public relations, advertisement, etc., to excite and inform people of the opportunity to participate in this process. **This is an important and critical step in the process.** ANA will advise and provide our expertise to the staff or agency empowered to complete this local task. A public relations firm with local contacts to radio, television, cable, newspapers, corporate newsletters, community, civic and religious groups and area high schools is a critical professional organization in a visioning process. ANA will assist in the coordination of this portion of the process if necessary.

ANA will coordinate the timing, location and equipment necessary to conduct the public Visual Assessment Workshops with the client. Video projector, screen, and sound system are crucial and must be provided by the client. **Locations and timing to administer the survey, sign-ins, seating, lighting conditions, and comfort of participants to fill-out forms are all critical to the administration of the VPS™ and must be chosen carefully to assure ease of access and of administration.** ANA will closely advise and review locations.

ANA can also provide an interactive website and the Internet servers if this mode is selected. The final costs will be determined based on the mode(s) that are selected. ANA will prepare the images, questions, and the interactive program. Marathon will provide the server and Website. Local sites for public use of computers, for instance libraries and schools, need to be contacted for installation. The availability of the site needs to have a specific public relations/advertising focus.

Our proposal does not include publicity, invitations, or renting of the venue. ANA will provide the software and the computer necessary to conduct the public

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**City of Marathon VISUAL PREFERENCE SURVEY**

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

meetings and the training sessions as well as the response forms and the maps for the larger community meetings.

ANA will provide copies of the original Questionnaire and images in CD format as well as PowerPoint presentations in CD format for use by the client. Both the questionnaire and the images are copy written to ANA. Marathon will be granted specific permission for use of the questionnaire and the images, provided that ANA is sited as author and image creator.

The survey for a typical meeting begins with an introduction, an agenda for the process. ANA, with Marathon staff input, will prepare the introduction visuals. Instructions for the responses are then presented, followed by the actual administration. 100 to 160 images will be presented, grouped into predetermined categories. Images are evaluated individually. Responses indicate a participant's perceived value in negative and positive terms. The positive or negative reaction is responsive to the question: "How appropriate or inappropriate is the image you are seeing now and in the future for Marathon?" People think both subconsciously and simultaneously about quality of life, safety, and economics as they evaluate each image. After much research, ANA adopted the +/- response mechanism over twelve years ago. Reactions may range from positive ten (+10) to negative ten (-10). If a participant feels strongly that a particular image is appropriate, their score might be a +7 or +8. Very few people give values of +10. If they feel that the image is acceptable, but not outstanding, the reaction might be a +2 or +3. Conversely, if they feel such a development pattern should never again be permitted, the reaction might be a -8 or -9. During the survey, several key images are discussed as a first step in the interaction of the participants.

Typically following the image analysis, participants are asked to complete the demographic, policy and market questionnaire.

Responses to each image and the questionnaire are recorded on customized computer forms provided by ANA. The design of the sheets allows policy and demographic questions to be cross-tabulated with the imagery. For example, one can determine what bicycle riders feel about bike lanes on four-lane streets vis-a-vis non-bike riders. Or how teenagers vis-a-vis thirty-somethings feel about highways.

To keep the survey interesting and interactive, during the administration, a selected number of the images are grouped and shown back to the participants using a morphing program that allows participants to see changes occur before their eyes. An average based on + or - values that individuals give a set of images are determined through a "hand-raising" session and discussed. Using our unique morphing programs, participants can actually see places transform and to each of these images a value has been determined. By projecting groupings of images rated positive, and providing a single 11X17 map, participants can be asked to locate where these positive images should be located. As an example, we recently completed a transportation workshop that evaluated a range of bus stops as one of

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

the categories. After determining those images that were the most acceptable, we asked participants to graphically indicate on a specially prepared base map those locations where new bus stops should be located. This technique allows the images to be directly translated into locations. Over thirty-five maps were produced. ANA then reviewed each one to determine where people thought the new stops should be located, and how many people located the bus stops in the same location. We now have an agreement of the location and the desired design of the stops from one session. This portion of the process would be custom tailored to the city of Marathon.

The survey is designed to appeal to a wide range of groups, large and small; everyone from high school students to senior citizens should be offered a chance to participate. The greater the number of surveys completed, the greater their validity.

ANA has used other modes to administer the VPS beyond public meetings and local cable TV; the Internet, distribution through local video stores, libraries, and public displayed printed images in an exhibition format.

ANA will provide a CD of the images, a master of the questionnaire, and all response forms for the VPS™ and the questionnaire.

If the Internet is used, the site will be a modified version of the actual process as outlined above. The Internet makes it somewhat easier to integrate the questionnaire with the images. Participants are first asked to log on and respond to basic demographic and policy questions. They are then asked to judge a range of images using the +10 to -10 valuations. Images are also grouped in categories. At the end of each category, the highest image is displayed. Questions are interspersed into the process to keep this sole interaction interesting. At the end of the survey all the images in the various categories are displayed. We will build in a morphing image that will allow Internet participants to see the possible change. We can ask participants of the worth of change and how it would be financed and perhaps how much they are willing to pay for the change.

We will then display one or more maps from which participants can make various application choices. These choices will be predetermined by ANA and the client. Ideally the Internet site is created after one or more of the public presentations, which act as the initial beta test for the Internet.

**Task SIX: VPS Analysis and Professional Synthesis**

**6.1, 6.2, 6.3**

**Scanning and Processing**

After each type of public survey is administered the forms are collected. If they are not processed in the client's offices, they are sent to ANA in Princeton.

**City of Marathon VISUAL PREFERENCE SURVEY**

**Exhibit "A"**  
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There the response sheets are cleaned, scanned and computer processed with an SPSS statistical program, using our in-house scanner and computers. For each image, an average rating is computed along with the standard deviation, the mode, maximum value, minimum value and the collective number. These are then transferred to each image for review and analysis. The client receives that data immediately upon completion.

**6.4, 6.5**

**Analysis of Results**

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The average VPS™ ratings along with the standard deviation represent the collective opinion of the survey participants and serve as the basis for the evaluation and analysis of the images. The images are first arrayed by score – from highest to lowest value – for the entire survey. Our initial step is to illuminate the highest preferences with the lowest standard deviations in each category which will also indicate the hierarchy of categories--what is most valued by the community, for instance open space, residential development, etc. The highest rated images in each of the categories will illustrate the collective vision for the future.

ANA will also discover which images and categories are most detrimental to the community's image, livability, and market value, with particular attention paid to those images with a negative value and low standard deviation.

Next, ANA will begin a detailed examination of each category in order to assess details and components which contribute to the acceptability of all images and review those images that could be used to improve value. We can answer, for example, how many additional traffic lanes are acceptable, or if transit or traffic calming is more appropriate and at what locations. We can determine detailed issues such as what types of trees are necessary to improve a street's appearance. Each category is analyzed in detail to determine which design elements contribute to both positive and negative ratings.

Visual, spatial, and functional characteristics are analyzed in general and in detail. Each image is reviewed and compared with other images in order to ascertain what elements contributed to the positive or negative rating.

The VPS™ ratings values help to focus the planning and design goals and objectives, and to define the most appropriate, as well as inappropriate, uses and appearances for the future. The highest rated image in each category becomes the initial community statement of goals and objectives for each particular theme.

The group of positive images in all the categories will clearly indicate the public acceptance and Future Vision. They will also clearly indicate which types of images and built forms must be avoided if you wish to create and maintain a positive image; there are correlations between deviant behavior and places that receive negative VPS™ ratings.

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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The neutral images with the highest standard deviations will indicate those images that are most politically controversial and, through cross tabs, the specific demographic cohorts can be isolated. These images will be the most difficult for the City of Marathon to address and will require decisive political and economic decisions and will inform the necessary policy that needs to be generated.

The negative images and those most unacceptable in their current form provide extraordinary opportunity for future value creation. Change here is highly recommended and would be most accepted by the community. ANA has found that the "answer" to improving the negative images is embedded in the positive images.

The results of the questionnaire are scanned, analyzed and compared to the values on the images. The copyrighted form allows each question to be cross-tabulated with every other question and all images. For example, we know from past work that age, particularly, plays an instrumental role in determining a person's values. Therefore, we will always correlate the slide reactions to each of the generational groups.

The range of cross-tabulations is virtually unlimited and provides extraordinary information custom tailored to the needs and inquiries of the City of Marathon. This technique will provide the imagery that can be translated into plan costs, or cost benefit analysis, to demonstrate to government agencies, municipalities, and corporations, the value of a range of investment opportunities. Conversely, it will demonstrate those investments that would be of limited value.

It is important that we understand these areas of agreement or disagreement so that we may present a complete vision plan for all participants. From the questionnaire, specific policy, goals and objectives can be generated. The combination of policies and pictures proves to be an unbeatable combination! When combined with mapping it provides more specific, feasible recommendations

Finally, the combination of the image evaluations, questionnaire responses and participant generated maps are reviewed in relationship to the existing development regulations. Specific questions can then be answered such as, "Are the existing regulations contributing to the positive or negative image values?" This process provides a very frank commentary on the appropriateness of the existing regulations. It demonstrates precisely the range of changes that must be made in order to produce the community that citizens desire.

**Task SEVEN: Public Visioning Workshop**

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**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**7.1, 7.2**

**Preparation of Base Map and Mapping of Data**

A base map will be created with information provided by Marathon. This base map will then be used for public workshops and proposing alternative solutions. All final recommendations will be presented on an updated version of this base map; it will be used to create the urban design plan, land use plan, and other relevant plans.

We will use these maps to record field observations and record building, lot and street susceptibility to change. An important map in this overlay series is called the "Susceptible to Change Map", as previously discussed. This map identifies all lands and buildings that are susceptible to change now and in the future. The time line for the future will be determined with the client. We will categorize these features with respect to high, medium and low susceptibility to change.

High susceptibility identifies vacant parcels, deteriorated buildings, surface parking lots, locations with high accident rates, and streets with failing levels of service. It signifies locations that are very likely to change design standards or use within the next 1 to 5 years.

Moderate susceptibility includes areas that are partially vacant or deteriorated, locations with moderate accident occurrence and streets with moderate levels of service. It indicates locations that are likely to change over the next 5 to 20 years.

Low susceptibility includes historic areas, recent construction, environmentally sensitive land, and streets with acceptable design, streetscapes, etc,

As we conduct fieldwork and exploration of existing conditions, we will create field notes documenting these conditions. The field notes will be translated to computer maps. Both the client and Advisory Group will have an opportunity to review this information and analysis. The "Susceptibility to Change" map will be the base map for the Public Vision Translation Workshop.

Properties in the high and moderate categories will be considered in need of redevelopment and infill. From the information on these base maps, decisions will be made at later stages in the process concerning appropriate locations for all future land uses from the above mapped information.

ANA will travel to Marathon to administer the Corridor Design Charette.

**7.1**

**Workshop (Charette) Preparations**

*City of Marathon VISUAL PREFERENCE SURVEY*

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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Participants' perceptions of appropriate land use and urban design will be explored in this task. The Vision Translation Workshop is the most powerful, interactive and interesting of the three steps of the process. Where the numerical VPS results indicate whether different images are appropriate and inform us of the acceptable visual and spatial character; the Vision Translation workshop indicates where participants feel elements of the different appropriate images should be located. The analyzed VPS™ results are transferred into a PowerPoint presentation. We will review both the negatively and positively rated images to explain the preferred Vision for redevelopment.

**7.3, 7.4**

**Vision Translation Workshop (Design Charette)**

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We will construct a series of questions to be answered and tasks to be completed by the participants in the Vision Translation Workshop. These questions will more fully explore the VPS™ results and generate specific responses regarding design standards and corridor development. Before we conduct this workshop the base maps, template, process outlines and slide presentation must be prepared.

The public presentation of slide and questionnaire results will begin the Vision Translation Workshops.

The Translation Workshop takes the vision established by the results of the VPS™, the market program and policies generated from the questionnaire, and invites the public to identify the appropriate locations for their Vision. The VPS™ identifies what urban design characteristics are appropriate and by what value. People typically have a good idea as to where their positively selected images should be located. They will illustrate where pedestrian improvements, building uses and types might be most appropriately located as applied to the corridor in this workshop. This process will generate a list of options and priorities. It will give the client hierarchies for achieving objectives and will provide justification for approval or rejection of any planning application.

The Vision Translation Workshop provides a broad base of participants an opportunity to show where their Visions are most appropriately applied. Participants, from 5 to 10 people per table, are supplied with base maps, tracing paper, templates and markers. Examples of templates could be walking distance, a parking deck, a typical store, etc. Community leaders and citizens will be prompted to diagram their vision on tracing paper overlays on the base maps based. The genius of this process is that participants are responding to actual, positively rated and acceptable physical images generated in the VPS™. This technique allows multiple participants to become physical planners.

There are typically two areas of focus within a translation workshop:

1. The Overall Study Area



**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

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The base maps identify areas where physical change is and is not possible. Workshop participants will be asked to locate, for example, where streets, buildings, sidewalks/crosswalks and parks of a specified character through the VPS™ should be located, and where existing buildings or facades should be rehabilitated or demolished. The specific study areas will be determined through discussion with the Task Force and Advisory Group early in the process.

2. Specific Areas within the Study Area

Participants will also work on smaller to design-specific locations issues, which allow a more detailed set of recommendations like the specific location of crosswalks, sitting areas, parking, etc.

**Task EIGHT: Professional Synthesis of Corridor Study**

**8.1, 8.2, 8.3, 8.4**

**Profession Synthesis with Marathon Staff**

Many overlay plans and maps are generated during the public Vision Translation Workshop. The common ideas and the unusual ideas will be reviewed by ANA and synthesized into one consensus Vision Plan. ANA with Marathon staff will apply their professional expertise to evaluate the various alternatives and to include participants' ideas that appear practical, feasible and responsive to the consensus Vision. ANA is always mindful of the unique and brilliant ideas that evolve from these collective brainstorming sessions. We are equally mindful to pose design and land use decisions that are both based in market realities and within the legal framework to facilitate implementation.

The Professional Synthesis process provides the opportunity to analyze a wide range of solutions. Potentials are generated through the analysis of the existing conditions and documentation. They are critiqued through the public visioning process of the VPS™, questionnaire and Vision Translation Workshop. The professional synthesis process permits the generation of the draft plan and guidelines that will be refined through the document review process. Plans will address corridor land uses, location of pedestrian ways, parking, character of streets, etc.

**Task NINE:**

**9.1, 9.2, 9.3**

**Draft Report and Draft Final Presentation**

## **Exhibit "A"**

### **Scope of Work and Schedule of Fees**

#### **A. Nelessen Associates, Inc.**

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ANA typically produces two final reports. The first is a summary of the data typically presented as a printout of a PowerPoint combined with the frequency tabulation of the questionnaire, synthesis of the maps and an appendix of the written public comments.

The first section of this first report contains every VPS image with all of the statistical information, typically mean and standard deviation. It will also contain the questionnaire with statistical responses. The summary/synthesis of the mapping is included next. There are no specific recommendations generated for this report. The report of the results of the Visual Preference Survey and Community Questionnaire is called "Results of the Community Visioning Surveys: What the People of Marathon Want and Don't Want for their Future." Portions of this report are typically placed in the appendix of the formal and final report. Clients find these value tested images a valuable resource to be used in reports and zoning ordinances. They have greater value because they are market "tested" images uniquely tailored for the City of Marathon.

A meeting is then held to discuss the results with the client. A formal PowerPoint presentation is made with extensive interaction and feedback from the client. From this meeting(s) a more formal report is generated. The final report will parallel the final presentation and include the summary of the demographic profile along with policy and market recommendations. The report will begin with an analysis of the highest and lowest rated images in the entire survey. These are key to the understanding of the visual and spatial characteristics that are most acceptable and the single image that is the most unacceptable. The report and final presentation will continue with analysis of the highest and lowest rated images in each of the categories. Correlation with the policy and market portions of the Questionnaire and the important mapping will be presented. This interaction between the three features of the Survey provides visual, policy and financial understanding of existing and potential highways, streets, roads, transit, pedestrian realms, market value, proposed land uses particularly on street edges, building form and parking, proportions of space, etc. From this visual, policy and map data, and extensive discussion with Marathon staff, ANA will make policy and design recommendations. ANA will work with the client to determine the final content of this document.

#### **9.4, 9.5**

#### **Public Presentations of the Results**

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Anton Nelessen will return to Marathon for up to two public presentations; one to the Oversight Committee, and another to the public. The presentations of results and recommendations will be programmed into a PowerPoint format for presentation. Part of this presentation will be animated thereby allowing the committee and commission members to better visualize the types of changes that the public wants. These animations are now typical of an ANA presentation. The observers can literally watch the images change based on the acceptable level of

**City of Marathon VISUAL PREFERENCE SURVEY**

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

***A. Nelessen Associates, Inc.***

guidelines or standards. It is highly recommended that this be televised with the CD inserted into the presentation. The public results presentation should be videotaped for future use.

When the presentation is completed, a copy will be given to the client and can be reused by the staff. The client will receive a hard copy and an electronic copy of the final report and presentation.

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**Stipulations**

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**Section I.**

( a ) A. Nelessen Associates, Inc. will be the prime contractor for this work with possible subcontracting with one or more local firms.

( b ) A. Nelessen Inc. is a corporation registered in the State of New Jersey and Maryland.

( c ) Anton Nelessen or any employee of A Nelessen Associates has not made or will make an attempt to induce any other person or firm to submit or not to submit

( d ) A. Nelessen Associates, Inc. does not discriminate in employment practices

( e ) A. Nelessen Associates, Inc. affirms that pricing information is accurate for 90 days and the total has not been included in the transmittal letter or the technical proposal, but included in a section called "Costs".

( f ) A. Nelessen Associates, Inc. presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract any person having a conflict.

( g ) A. Nelessen, of A. Nelessen Associates. Inc., who is signing this letter is authorized to make decisions as to pricing quoted and had not participated, and will not participate, in any action contrary to the above-statements.

( h ) A. Nelessen Associates, Inc. will be acting alone and will not be associated with any parent, affiliate, or subsidiary organization.

( i ) A. Nelessen Associates, Inc. agrees that any lost or reduced federal matching money resulting from the unacceptable performance in the contractors tasks or responsibility defined in the Request, contract or modified, shall be accompanied by reductions in Marathon payments to A Nelessen Associates, Inc.

( j ) A Nelessen Associates Inc. has not been retained, nor has it retained a person to solicit or secure a City of Marathon contract or an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

**Section II**

( a ) A. Nelessen Associates , Inc was incorporated in 1998 after splitting off from another planning and landscape firm where Anton Nelessen was president.

( b ) A. Nelessen Associates, Inc. is solely owned by Anton C. Nelessen.

**City of Marathon VISUAL PREFERENCE SURVEY**

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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( c ) A. Nelessen Associates Inc. carries \$1,000,000 in liability insurance

( d ) A. Nelessen Associates, Inc. is an award-winning firm of planners, urban designers and community visioning specialists. A. Nelessen Associates will assign two to three people to this project. The personnel assigned to this job will be as follows:

- A. Nelessen - project manager, primary contact and project facilitator. Anton Nelessen will attend all meetings, complete the field photography, direct the preparation of the Visual Preference Survey and the Community Questionnaire, and facilitate the public workshops.
- Ross Sheasley - will be the secondary contact person. He will review documents, VPS and prepare draft recommendations with A. Nelessen
- Brett Olma - will oversee all the computer operations for the simulations, morphing and power-point presentations prepare assist in the preparation of the Visual Preference Survey, Questionnaire, and the assist in the analysis of results and final presentation.

***A specific bio on each person and others who may occasionally work on this project is available on request.***

( e ) A. Nelessen Associates, Inc will use the following data processing equipment for the preparation and presentation of this project.

Nikon F4 Cameras	100% dedicated to this project
Dell Inspiron 500	1005 dedicated to this project
ScanMark 2550 scanner	100% dedicated to this project
Mac Notebook with SPSS	100% dedicated to this project
3- Dell Dimension	
APS R400 Computers	100% dedicated to this project
1- Power Macintosh7200/90	100% dedicated to this project
1- Power Macintosh 7500/100	100% dedicated to this project
Nikon SF200 Scanner	100% dedicated to this project
ANA Image Bank	100% dedicated to this project

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

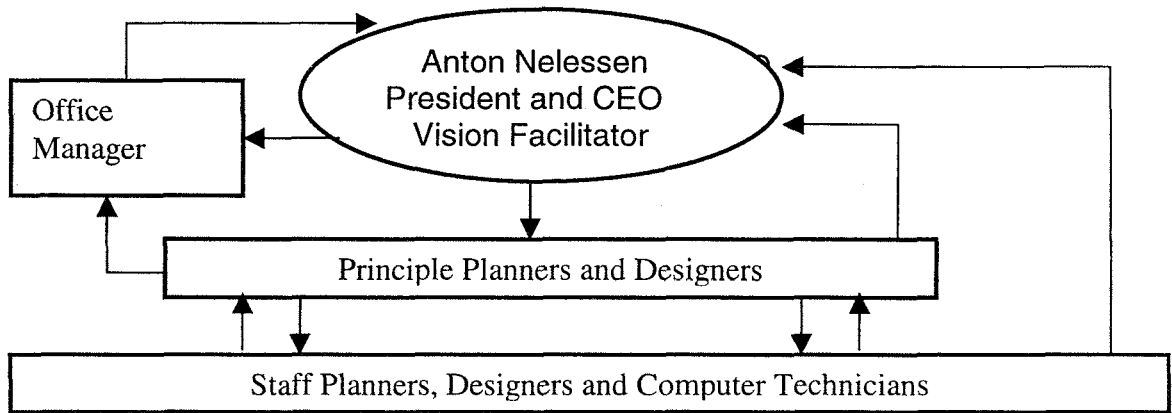
**A. Nelessen Associates, Inc.**

( f ) Our firm is small and focused, serving a limited number of clients with the belief in total response to those clients needs. We currently have three other visioning/planning contracts and have more than adequate personal and equipment resources to dedicate to the City of Marathon.

( g ) Our Visioning process is integral to all the projects we institute. Each project starts with the community visioning process. It is custom tailored to the client and the location and for the specific planning tasks they wish to implement.

( h ) Images photographed and simulated and CD's produced are copy written to A. Nelessen Associates, Inc. and can only be used by client with permission provided they are labeled and credited to ANA.

( i ) ANA Organization Chart



An additional diagram will be prepared if the local sub consultants are added to the team.

**Section III**

**Sole Source provision**

A. Nelessen Associates, Inc. understands that if selected they will be the sole source of contact for the contract

**Section IV**

**Description of Vendors Qualifications and experience providing the requested for similar services.**

A. Nelessen has been doing pictorial response research in conjunction with multiple projects on redevelopment and development since graduate work at

*City of Marathon VISUAL PREFERENCE SURVEY*

**Exhibit "A"**  
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Harvard's Graduate School of Design in 1968. He continued his post graduate research while teaching at the Harvard Graduate School of Design, MIT and later at Imageworks School of Photography in Cambridge, Massachusetts. At Imageworks, he completed projects in vision perception, memory vision, place simulation and 360 degree place projection along with corporate presentations for such clients as Boston Redevelopment Authority, the Cambridge/Harvard Square Redevelopment Authority, Blue Cross, New England Telephone, and the Boston Ballet Company. Anton Nelessen developed the Visual Preference Survey as a planning tool and tested it initially while teaching graduate courses at Rutgers University Graduate Department of Planning and Public Policy using some of the techniques he had developed earlier. The process was refined in early professional

planning use to develop Master Plans and Ordinances for a range of municipalities in New Jersey.

The Visual Preference Survey was trademarked in 1989 by the United States Patent Office to A. Nelessen after the founding of A. Nelessen Associates. Since that time, the technique has evolved and has been refined with the addition of advanced computer graphic capabilities and rapid response scanning mechanisms as well as the ability to access and receive opinions using the web. We estimate that over a half million people have taken a visual preference survey in one form or another. Our transition from primarily slide projection to computer projection has allowed the process of administration and response to be simplified, thereby easier to administer and analyze the results. We continue to refine the technique to meet clients specific needs.

The type of Visioning we have developed has been administered throughout the United States, Canada and South Africa. **A list of recent clients is available for your review if requested.**

The Visioning Process developed by our firm has received awards for communities in Colorado, Nevada, New Jersey and Florida and has been used in numerous professional planning, Smart Growth, livable communities and transit conferences.

**Section V**  
**Current workload**

1. We are completing a contract by the Federal Highway Administration and the Council of Local Governments in Hartford Connecticut to develop Smart Growth Recommendations for the Rural, Suburban and Urban area of the region.

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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2. We are completing a vision plan using the VPS process for Topeka, Kansas.
  
  3. We are completing a Visioning Process for upgrading the existing and proposed new transit facilities for Kenner, Louisiana including recommendations for development and redevelopment.
  
  4. We are preparing Quality Community Surveys for the Maryland Transit Administration for a series of local applications- currently we are working on two visioning sessions West Baltimore and Route One corridor in Howard County.



**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**COST**  
prepared for  
**City of Marathon**

**Professional Fees**

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A spreadsheet of projected professional fees has been prepared for City of Marathon. The professional fees are based on time required to complete the tasks specified in The Scope of work times our hourly salary, times an overhead factor of 1.92 and a profit of .1. Travel, accommodation, film, film processing and up to 1,000 response forms are included in Expenses. Our fees do not include provision of Internet servers.

Invoices are processed at the end of each month. The amount of the invoice is based on percentage completed.

**See Attached Excel spreadsheet for estimated Professional Fees and Expenses.**

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

***A. Nelessen Associates, Inc.***

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**SCHEDULE**

prepared for  
**City of Marathon**

**Project Schedule**

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A spreadsheet - time line has been prepared for City of Marathon. We are estimating a maximum of four months to complete project.

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

***A. Nelessen Associates, Inc.***

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**Firm Description and Resume**  
prepared for  
**City of Marathon**

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Following are a Firm Description and  
Resume and Experience Profile for A. Nelessen.

**Exhibit "A"**  
**Scope of Work and Schedule of Fees**

**A. Nelessen Associates, Inc.**

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**Recent Client List**  
prepared for  
**City of Marathon**

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Following is a recent client list. References will be provided on request.

**EXHIBIT "B"**

**INSURANCE**

**EXHIBIT "B"**  
**INSURANCE**

A. NELESSEN ASSOCIATES INC. carries \$1,000,000 in liability insurance. Copy of insurance certification attached.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/07/2001

PRODUCER (732)247-9800 FAX (732)828-0061  
 Pavese-McCormick Agency, Inc.  
 10 Kirkpatrick Street  
 P.O. Box 732  
 New Brunswick, NJ 08903

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 POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED A. Nelesen Associates, Inc.  
 134 Nassau Street  
 Princeton, NJ 08542

INSURER A: Fidelity & Guaranty Ins. Under  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BK00826715	03/31/2001	03/31/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WE STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Marathon  
 11090 Overseas Highway  
 Marathon, FL 33050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Fister, Cindy/ lac

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.