



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, DECEMBER 3, 2024
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

Mayor Jim Kuretski
Vice-Mayor Malise Sundstrom
Councilor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

PRESENTATION

1. Partnership between University of Florida and Scripps Update by Stacey DeLoye, Director of Communications for the Herbert Wertheim UF Scripps Institute for Biomedical Innovation & Technology.

CITIZEN COMMENTS

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. Council will not discuss these items this evening. **Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

MINUTES

2. November 19, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items

unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

PUBLIC HEARING

3. **Ordinance 27-24, Second Reading**, Amending the Town of Jupiter Code of Ordinances to update the basis for establishing flood hazard areas based upon the updated Flood Insurance Rate Maps and Flood Insurance Study.
4. **Ordinance 32-24, First Reading**, Amending Chapter 15, Article IV Police Officers' Retirement Fund for compliance with Division 3, Section 15-380 IRS Code SECURE 2.0 ACT. (Second Reading 12/17/24)

PUBLIC BUSINESS

5. **Resolution 121-24**, Approving an Interlocal Agreement with the Treasure Coast Regional Planning Council.
6. **Resolution 124-24**, Adopting a revised Palm Beach County Local Mitigation Strategy.
7. **Resolution 134-24**, Approving a contract to InfoSend, Inc. for Utility Bill and Late Notice Printing and Mailing Services (W2504) for an amount of \$371,211.
8. **Resolution 139-24**, Supporting the Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) to seek the procurement of consultant for a Countywide Transportation Plan.
9. **Resolution 141-24**, Approving a Fire Training Cooperation Interlocal Agreement for Fire/Rescue with the City of Palm Beach Gardens.
10. **Resolution 142-24**, Authorizing the establishment of a billing fee schedule for the Jupiter Fire Rescue Department to charge for emergency medical service transport of patients to area hospitals.
11. **Resolution 145-24**, Approving a Facility Land Lease agreement extension for the cellular tower and equipment area located at 1201 Island Way, Jupiter, Florida 33458.
12. Requesting an increase to the purchase order for Professional Owner Representative Construction Management Services of Two (2) Jupiter Fire Rescue Department Stations to NV5, Inc. to an amount not to exceed \$464,000.
13. Approving the Town's Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program for 2023-2024.
14. Approving the purchase order of new vehicles for the Public Works, Building, and Utilities Departments in the amount of \$593,648.

ROUNDTABLE

15. Police Memorial Design.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

December 17, 2024, 7pm - Town Council Chambers

January 7, 2025, 7pm - Town Council Chambers

NOTICE

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= no materials attached *revisions may occur*

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Section 2-64; Decorum, disturbing meeting

While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

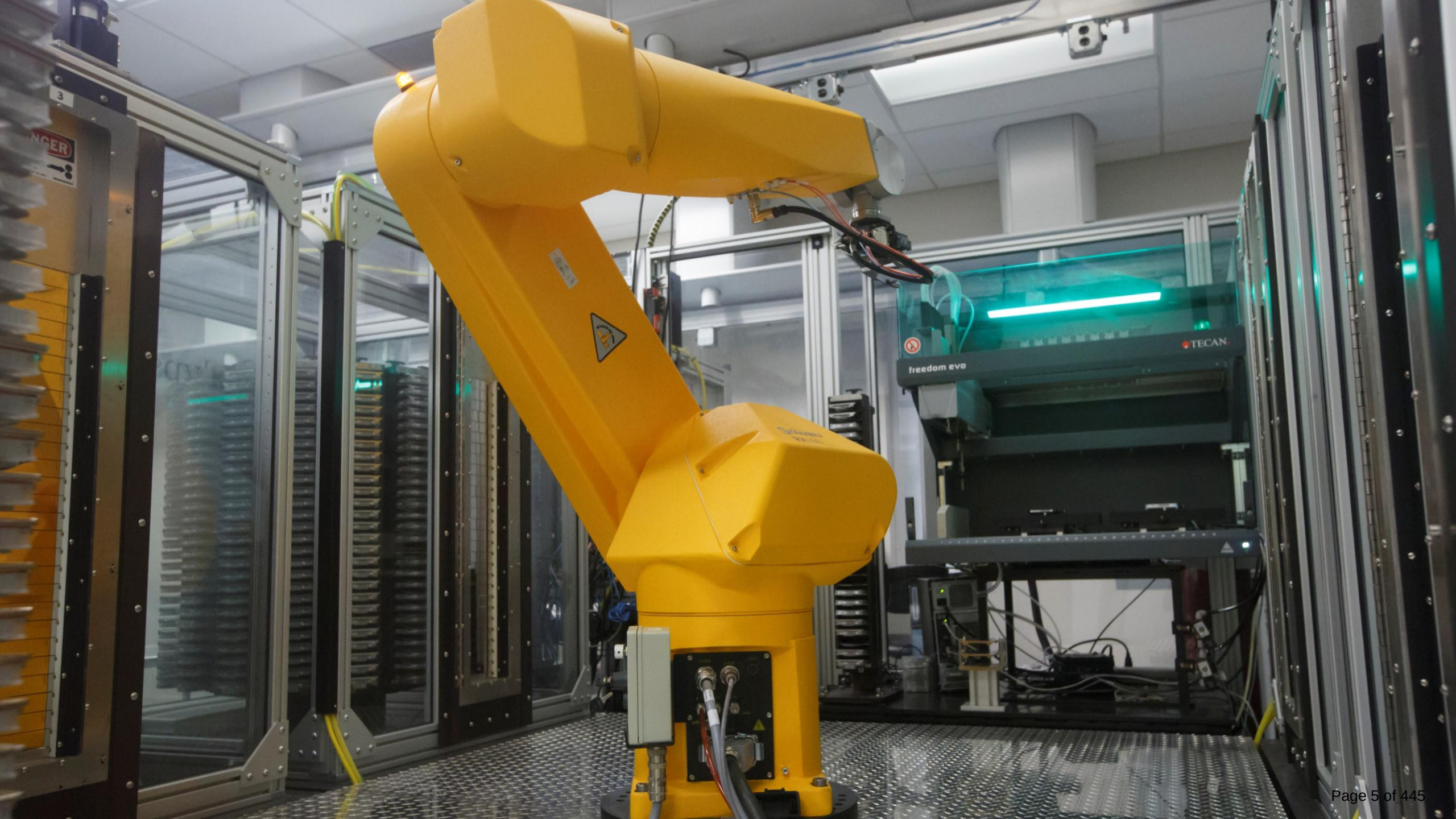
Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.*



Innovations for Hope and Healing

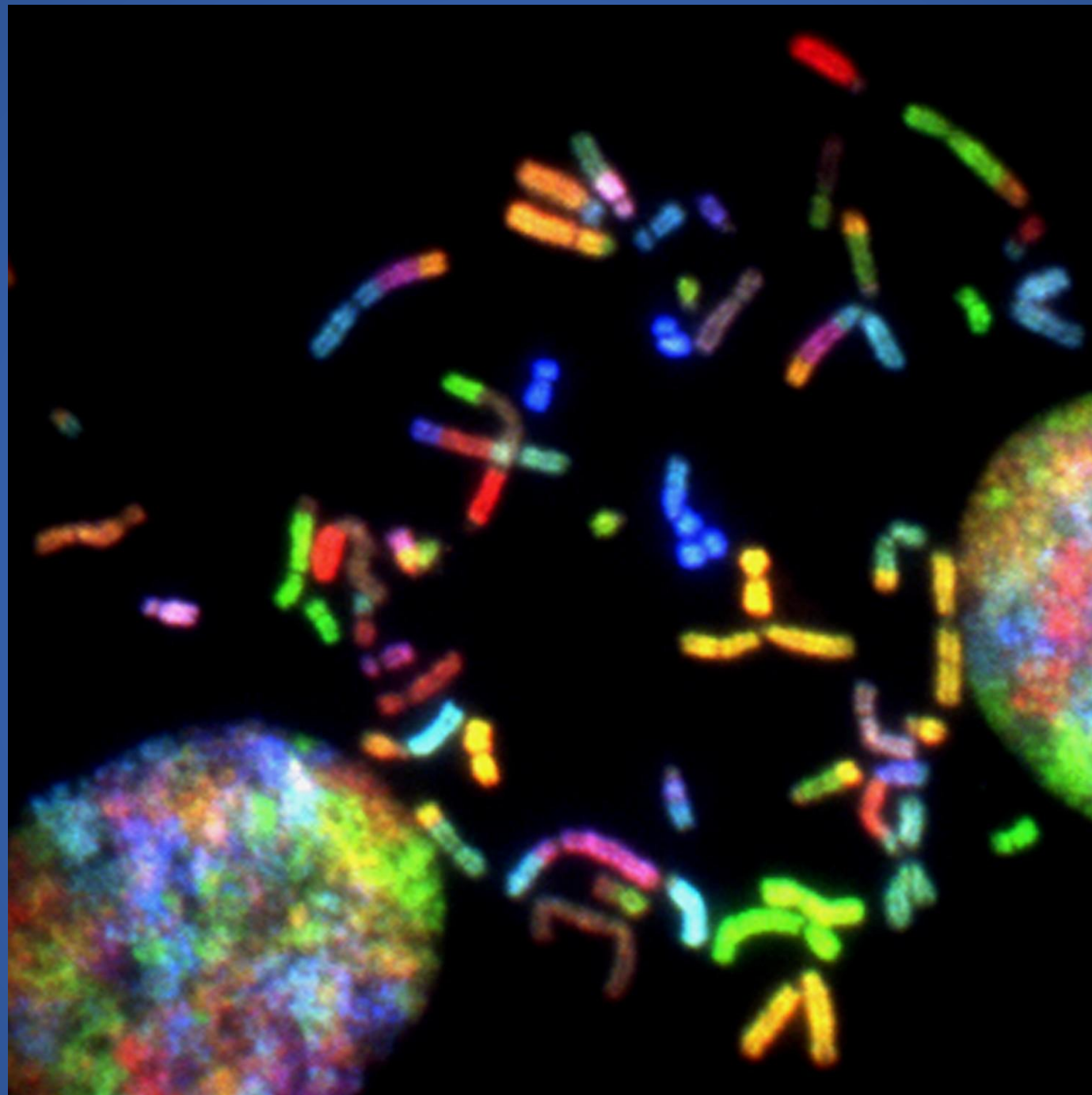
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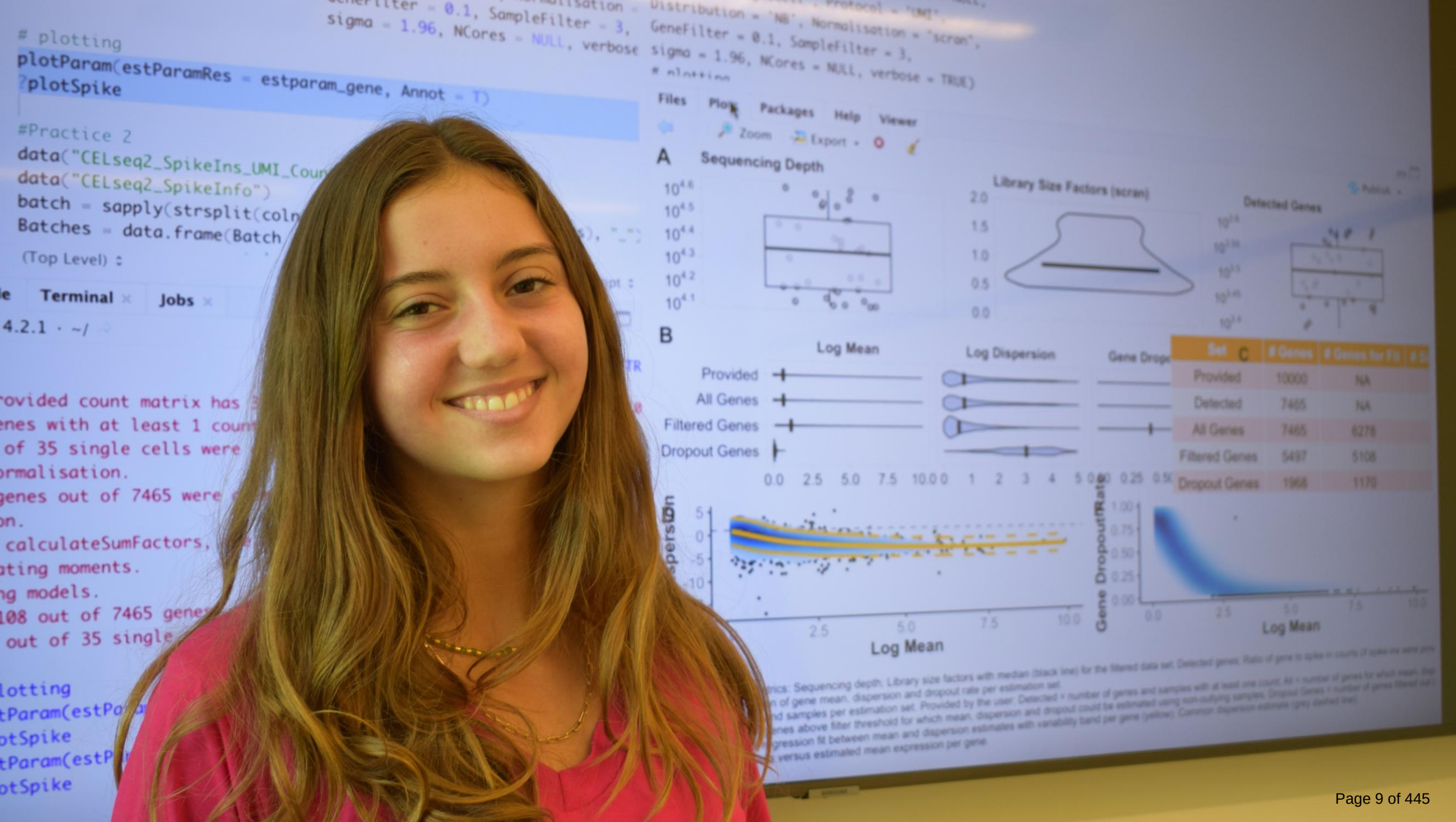
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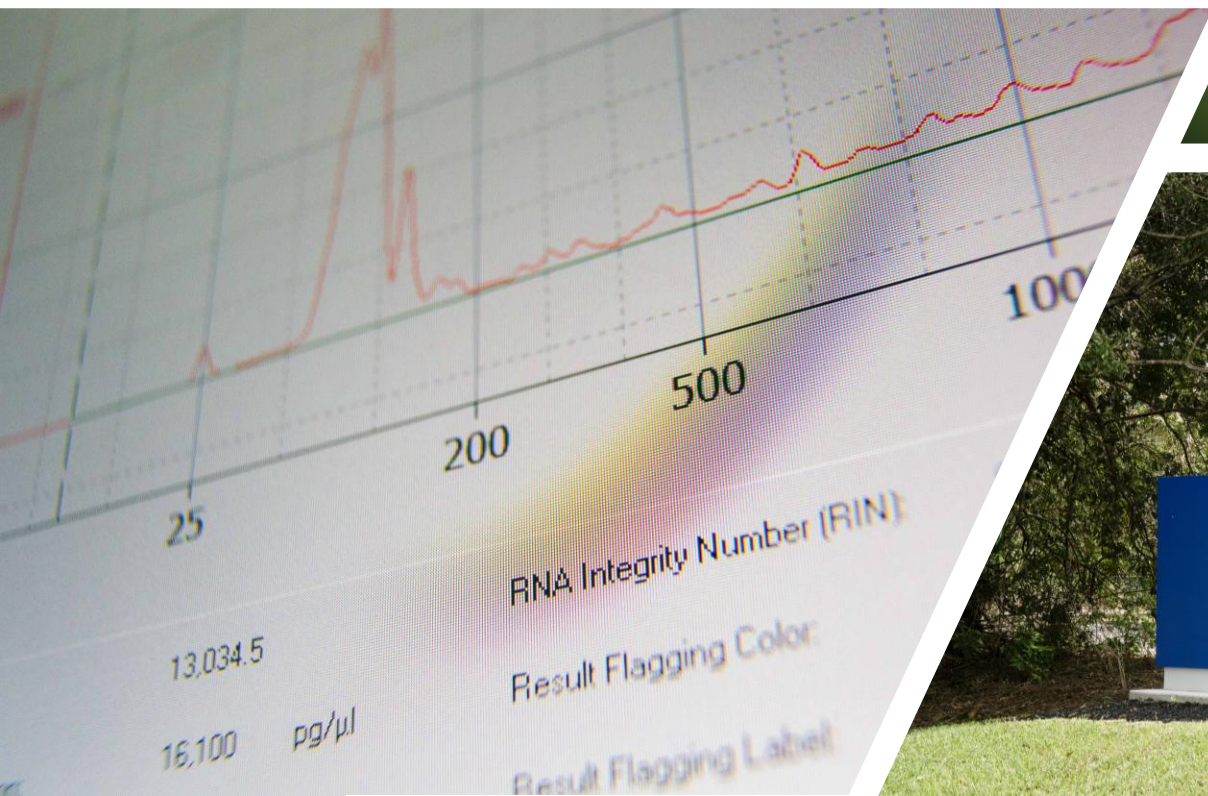


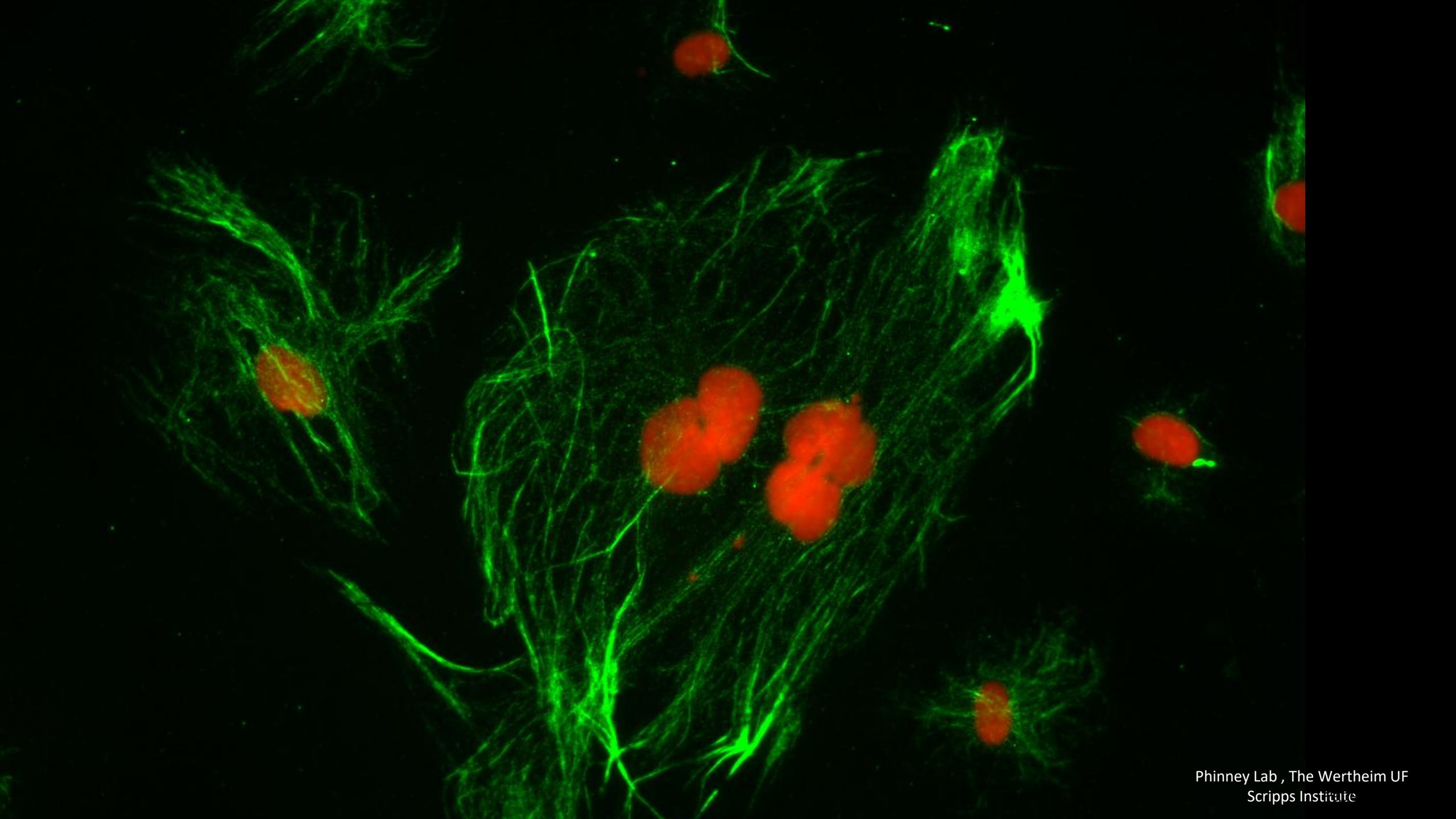


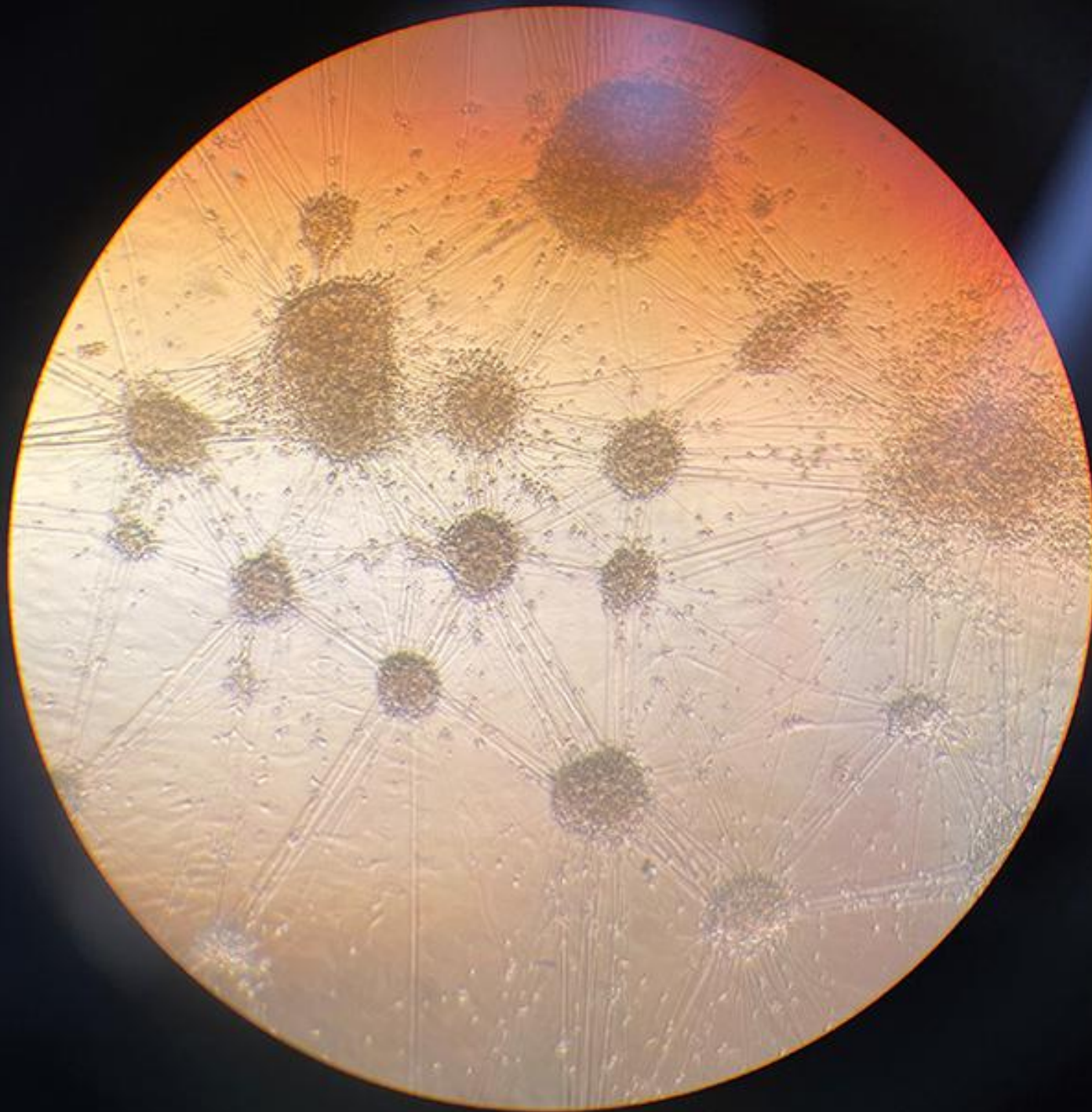






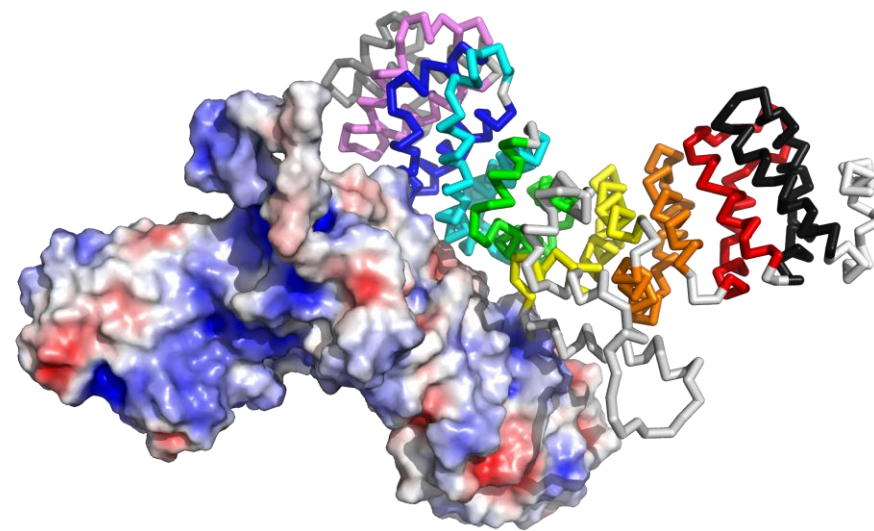
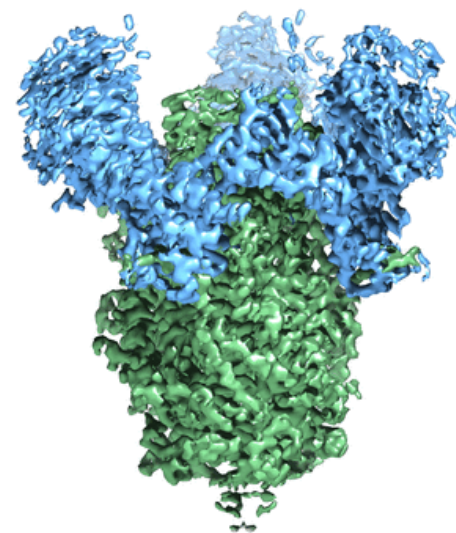
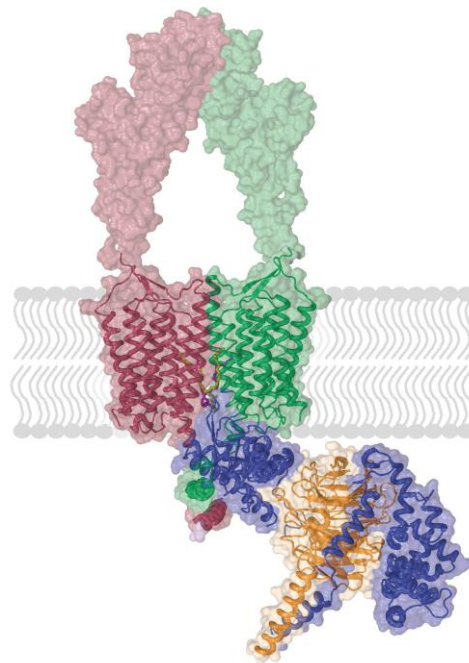
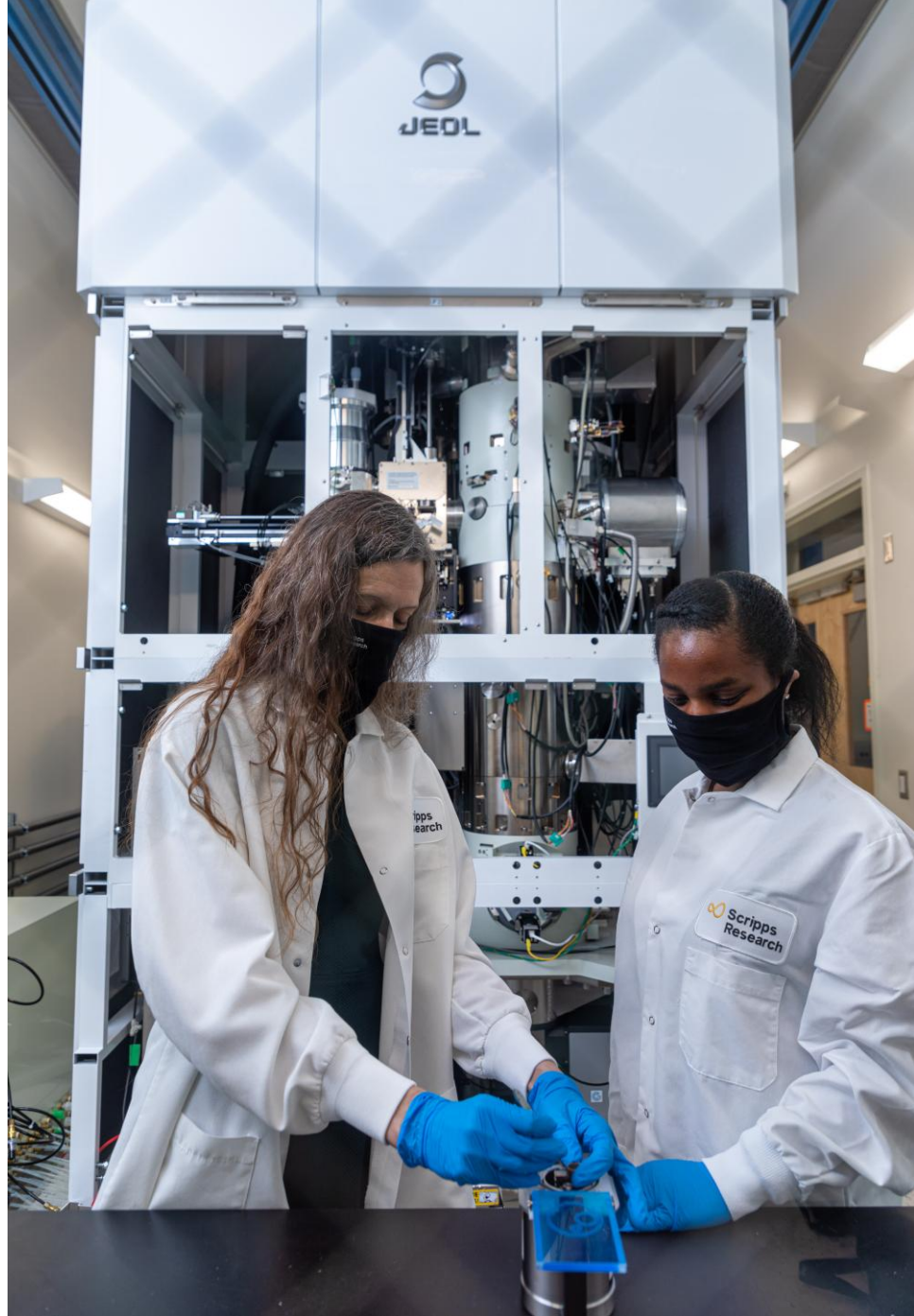






Disney Lab, The Wertheim
UF Scripps Institute





Incurable and chronic disease burden in the United States: 130 million+ people



ALS: 31,000 patients

Incurable and chronic disease burden in the United States: 130 million+ people



ALS: 31,000 patients

**Alzheimer's disease:
6.9 million patients**



Incurable and chronic disease burden in the United States: 130 million+ people



ALS: 31,000 patients

**Alzheimer's disease:
6.9 million patients**



**Autoimmune
disease: 24 million
to 50 million
patients**

Incurable and chronic disease burden in the United States: 130 million+ people



**Triple-Negative Breast
Cancer: 2 million
patients**

Incurable and chronic disease burden in the United States: 130 million+ people



**Triple-Negative Breast
Cancer: 2 million
patients**

**Glioblastoma: 14,000
patients per year
diagnosed**



Incurable and chronic disease burden in the United States: 130 million+ people



**Triple-Negative Breast
Cancer: 2 million
patients**

**Glioblastoma: 14,000
patients per year
diagnosed**



**Pancreatic Cancer:
66,000 patients**

Incurable and chronic disease burden in the United States: 130 million+ people



**Parkinson's: 1 million
patients**

Incurable and chronic disease burden in the United States: 130 million+ people



Parkinson's: 1 million patients

COPD: 17 million patients



Incurable and chronic disease burden in the United States: 130 million+ people



Parkinson's: 1 million patients

COPD: 17 million patients



**Muscular Dystrophy:
250,000 patients**



Cellular receptors
(TLR1/2)

Cellular Membrane

Actin

Vesicle

Tubulin

Apoptosome

Mitochondria

Vesicle

Endosome

Lysosome

Ribosome with mRNA

Enzyme

Protein Translation

Nuclear pore

Nucleus

DNA

Illustration credit:
Gael McGill,
Harvard Medical School, Evan Ingersoll,
Angstrom Images, inspired by David Goodsell,
Scripps Research



2025 INNOVATION LECTURES

THE HERBERT WERTHEIM UF SCRIPPS INSTITUTE
FOR BIOMEDICAL INNOVATION & TECHNOLOGY

WEDNESDAY, FEBRUARY 12 | 6 P.M.

Healing The Brain

WEDNESDAY, APRIL 23 | 6 P.M.

Outsmarting Cancer II



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Science on a Mission

News from UF Scripps

SPRING 2023

Dear friends,

Exciting discoveries happen because of your generous support. Please, dive in and explore the multitude of ways your gifts are helping to facilitate intriguing developments in major depression, cancer, infectious disease and so much more.

With gratitude,

Patrick Griffin, PhD.

Scientific Director

Professor Molecular Medicine



This Sunday at 7:30 p.m., South Florida PBS will feature The Wertheim UF Scripps Institute campus and our scientists in a new half-hour series called Research Detectives.



[https://wertheim.scripps.ufl.edu/
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Thank You!

*From all of us at The Herbert Wertheim UF Scripps
Institute for Biomedical Innovation & Technology*

**Stacey S. DeLoye,
Communications Director
(561) 228-2551
s.deloye@ufl.edu**

UF | **The Herbert Wertheim UF Scripps Institute
for Biomedical Innovation & Technology**



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, NOVEMBER 19, 2024**

Mayor Kuretski called the meeting to order at 7:00 P.M.

ROLL CALL: Mayor Jim Kuretski; Vice-Mayor Malise Sundstrom; Councilor Ron Delaney; Councilor Andy Fore; Councilor Cameron May; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill.

PRESENTATION

1. Florida Department of Transportation (FDOT) West Indiantown Road Presentation by Thomas Emerson, Project Administrator.

Mayor Kuretski thanked Vice-Mayor Sundstrom for inviting the Florida Department of Transportation (FDOT). He noted the item was not intended to be open for public comment, but residents could comment under citizen comments.

Mr. Thomas Emerson, consultant for FDOT, gave a brief presentation which included the project scope; overview; timeline since signal activation on November 14th; current timeline through next week; final ramp configuration; and proposed project highlights.

Mayor Kuretski clarified that when the lights were activated there were only two northbound turn lanes, but on Sunday there would be three lanes.

Mr. Emerson stated before 6:00 A.M., Monday morning.

Mayor Kuretski noted the third lane and east lane should be done by Friday.

Mr. Emerson agreed and explained they were unable to build the third and fourth lane with traffic on the ramp. He stated the elevation was a foot higher than the existing road.

Mayor Kuretski stated when he was discussing opening up the third lane it would be all the way to Central Boulevard.

Mr. Emerson agreed.

Mayor Kuretski stated from the picture on the presentation that it showed four lanes.

PRESENTATION

1. Florida Department of Transportation (FDOT) West Indiantown Road Presentation by Thomas Emerson, Project Administrator.

Mr. Emerson said the fourth lane would open by January 2025.

Mayor Kuretski asked if FDOT believed the lane might open up earlier.

Mr. Emerson stated not in their current plans, but that did not mean they could not work with the Town to implement something different.

Mayor Kuretski explained the intersections were bottleneck areas. He asked if there could be something done to help this critical location.

Mr. Emerson said prior to the traffic light, the traffic free flowed eastbound and northbound to eastbound off the Interstate 95 (I95) ramp, all the way to Island Way until the traffic started. He stated after the light was implemented, the queuing area between Island Way and the new light was now the area where there was push back and traffic went from three lanes to two.

Mayor Kuretski asked how the firing cable was enabled for the traffic signalization to be remotely adjusted by Palm Beach County Traffic Management Control Center (PBCTMCC).

Mr. Emerson stated there was video detection, but noted it was not synced with PBCTMCC at that time.

Mayor Kuretski asked what the schedule was for the implementation.

Mr. Emerson said they were currently working on the conduit however installation of the fiber had not been done yet, and noted the fiber was normally not done until the end of the project. He stated it could be expedited but FDOT had not requested it from the contractor. He explained that they added video detection which should help with the timing of the signal.

Mayor Kuretski stated he would like to see if they could install it, because it would be the best solution for having PBCTMCC adjust the timing of the lights.

Mr. Emerson said they could speak with Palm Beach County (PBC) and the contractor to expediate.

Mayor Kuretski noted he understood the risk but it was the best solution.

Councilor Delaney asked if the Town could work with FDOT to get the project done as quickly as possible.

Mr. Emerson stated they were working as fast as they could. He noted the initial phasing of the project did not show this phase being done till later but because of concerns they are kicking it up sooner.

PRESENTATION

1. Florida Department of Transportation (FDOT) West Indiantown Road Presentation by Thomas Emerson, Project Administrator.

Councilor Delaney asked when the three lanes would be up and running.

Mr. Emerson said it should be up and running by Friday.

Councilor Delaney asked if the fourth lane would be done by late January 2025.

Mr. Emerson clarified he said January 2025.

Councilor Delaney asked how we could speed that up and said there has to be a way.

Mr. Emerson stated he could speak to his supervisor at FDOT and the contractor to see what can be done to speed it up. He explained they had just finished the drainage on the east and westbound sides of the C18 canal. He said they could now begin building up the roadway, installing a driveway and guardrail.

Councilor Fore said he was very skeptical of a traffic light alleviating traffic problems. He asked for clarification on why a light would help.

Mr. Jeff Robbert, design consultant for FDOT, said the main priority of the project was to regulate the off ramp at I95 so as to not have the traffic back up to the main line. He stated they had done an analysis to determine what would prevent it. He noted the que would help to alleviate back up to the main line.

Councilor Fore stated he believed FDOT was trying to fix a problem that really was not there and felt that putting the light there had made the traffic much worse.

Mr. Robbert said they had done a projection study up to 2030 in which there would be a backup.

Councilor Fore said he was very surprised they were seeing that in their traffic projections. He asked for clarification that the traffic light was not added to alleviate the eastbound traffic but instead to alleviate a potential future backup on the interstate.

Mr. Robbert agreed.

Councilor Fore reiterated his concerns with the traffic light.

Mr. Robbert stated the study identified the impact and that was why they added the lanes in the eastbound direction.

Councilor Fore believed there was a small percentage of people who exit the ramp and cross over to turn onto Island Way. He asked if he believed they would get back to normal fairly quickly with the additional lanes.

PRESENTATION

1. Florida Department of Transportation (FDOT) West Indiantown Road Presentation by Thomas Emerson, Project Administrator.

Councilor Delaney asked what time was the traffic study done.

Mr. Robbert stated February.

Vice-Mayor Sundstrom thanked FDOT for coming out and supported expediting the project.

Councilor May asked if the exit would have two open lanes.

Mr. Emerson stated by Monday morning it should have two lanes.

Councilor May noted he had seen more accidents on his last two shifts because of the one lane.

Mr. Emerson stated one lane has been like that since February.

Councilor May noted that once the light was activated it backed up traffic to I95. He said he had worked two accidents in the same location within three hours of each other. He stated he still had concerns for eastbound traffic and asked if an additional buffer zone could be added for emergency vehicles. Councilor May explained he was traveling from Jupiter Farms trying to get a patient to the hospital and traffic was backed up so bad they ended up delivering a baby in the back of a truck.

Mr. Emerson stated there was nothing in the current project that would include additional lanes. He was only authorized to build what he presented to Council.

Councilor May said he would ask if they could look into adding a buffer zone.

Mayor Kuretski thanked FDOT for coming and looked forward to the opening of the third and fourth lane, plus the fiber cable being installed. He asked if they could stay to allow residents to communicate with them directly.

CITIZEN COMMENTS

Ms. Joan Dalie, resident of Carina Drive, discussed her concern regarding the new traffic signal on Indiantown Road.

Ms. Suzanne Thomas, resident of Bay Street, provided a handout to Council and suggested the Town add a rainbow bridge memorial at Cinquez Park.

Mr. Wayne Posner, resident of Carina Drive, thanked Council for their efforts and mentioned the new traffic signal on Indiantown Road. He also noted his support for the Jupiter Fire Rescue Department.

Ms. Lori Bailey, resident of Loxahatchee Drive, asked Council to relocate the utility payment drop box and improve the public transportation bench by Wendy's.

CITIZEN COMMENTS

Ms. Jennifer Reelitz, resident of Sandy Run, mentioned the traffic flow issues with the new traffic signal at I95 and offered her assistance regarding landscaping throughout the Town.

Ms. Linda McDermott, resident of Chadwick Drive, discussed the recently passed homestead exemption law and asked Council to clarify its impact on residents.

MINUTES

2. October 15, 2024 Town Council Meeting Minutes.

Vice-Mayor Sundstrom moved to approve October 15, 2024 Town Council Meeting Minutes; seconded by Councilor May; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

Mayor Kuretski and Councilor May pulled item 12.

Councilor Fore moved to approve the Consent Agenda, as amended; seconded by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

3. Ordinance 23-24, Second Reading, Approving the extension for employees of Jupiter Fire Rescue Department (JFRD) into the Florida Retirement System.

Title read by Mr. Baird.

4. Ordinance 27-24, First Reading, Amending the Town of Jupiter Code of Ordinances to update the basis for establishing flood hazard areas based upon the updated Flood Insurance Rate Maps and Flood Insurance Study. (Second Reading 12/3/2024)

Title read by Mr. Baird.

5. Ordinance 13-24, First Reading, 1352 S US 1 Rezoning - *Quasi- Judicial* - Zoning map amendment from Commercial, Office (C-3) to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR) for 1.34+/- acres of property located at 1352 S US-1. (Second Reading 12/17/24)

Title read by Mr. Baird.

CONSENT AGENDA

PUBLIC BUSINESS

6. **Resolution 109-24**, Approving a Private Stormwater Improvement Grant Agreement with Sonoma Isles HOA for \$200,000.
7. **Resolution 136-24**, Approving FY2024 Year-End Budget Amendments.
8. **Resolution 140-24**, Authorizing a Completion Agreement for contract EPW 202316 Jupiter Community Park Improvements.
9. Approving a purchase order to Wesco Turf, Inc. for fiscal year 2025 Parks Maintenance Toro Reel-master 5510-D, in the amount of \$84,181.50.
10. Approving the use of State Forfeiture Funds for “Shop with a Cop” holiday event in the amount of \$3,000.
11. Approving a purchase order for crosswalk materials to Traffic and Parking Control Co., Inc in an amount not to exceed \$75,472.77.
12. Approving a donation from the Jupiter Police Foundation for the purchase of a Tactical Rescue Vehicle in an amount not to exceed \$600,000. **MOVED TO REGULAR AGENDA**

END OF CONSENT AGENDA

ITEM REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

12. Approving a donation from the Jupiter Police Foundation for the purchase of a Tactical Rescue Vehicle in an amount not to exceed \$600,000.

Mayor Kuretski thanked the Jupiter Police Foundation (JPF) for their unwavering support to the Jupiter Police Department and the Town.

Councilor May thanked JPF for their support and continued relationship with the Town.

Mr. Kitzerow thanked JPF and the Community for their continued support.

Mayor Kuretski asked the foundation members to stand and be recognized.

Councilor May moved to approve a donation from the Jupiter Police Foundation for the purchase of a Tactical Rescue Vehicle in an amount not to exceed \$600,000; seconded by Councilor Delaney; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

REGULAR AGENDA

PUBLIC HEARING

13. Resolution 13-24, Flagler Wharf – *Quasi-Judicial* - Special Exception and site plan application for a 12-slip private marina, and a site plan application for a restaurant with an accessory outdoor seating area, and professional office, on 2.95 ± acre property, located at the northeast corner of the intersection of North Alternate A1A and Old Jupiter Beach Road, approximately 1,300 feet north of Indiantown Road. (Continued from 10/1/24)

Ex-Parte Communications:

- Councilor Delaney stated he met with the applicant and the agent on October 24, 2024 in Coutleur Hearings Office. He noted he walked the site, had phone calls with Mr. Kris Heiser and Mr. Matt Sipowski. He also mentioned he received emails.
- Mayor Kuretski mentioned mid-September before the last hearing he walked the entire site to understand the surrounding properties. On September 18, 2024 he spoke with Mr. George Gentile after a Chamber Breakfast event and suggested he remove the item from that night's agenda until the code compliance issues could be resolved. He also noted receiving various emails from the public, the intervener, and the applicant.
- Vice-Mayor Sundstrom said she walked the around the perimeter of the site and look at the water area, met with the applicant in September, received emails from residents both for and against, and had several conversations with the intervener.
- Councilor May said he received emails from residents for and against the project, met with the applicant and Mr. George Gentile in his office on November 13, 2024.

Town Clerk swore in 15 people.

Mr. Troy Holloway with Gentile Holloway O'Mahoney & Associates, Inc (2GHO), representing the Applicant, gave an overview of the site plan application to redevelop the pre-existing mobile home park. He reviewed the history of the property; the site plan and data; architectural elevations and renderings; marine environmental enhancements; and the overall project benefits.

Mr. Martin Schneider, Principal Planner, explained the history of the application including the code compliance violation that resulted in the item being postponed. He noted that on October 24, 2024 the code compliance violation was resolved. He continued his presentation highlighting the Planning and Zoning Commission recommendations for approval of the application including the conditions.

REGULAR AGENDA

PUBLIC HEARING

13. Resolution 13-24, Flagler Wharf

Mr. Matt Sipowski, Intervener, stated he lived 100 feet from the proposed site. He suggested the focus be on the rules of the special exception. He expressed it would be detrimental to the surrounding property owners because of the increased use of the canal, noise and nuisances, decreased property values, the effect on water quality, and increase in debris.

Councilor Fore asked if there were any permits for the existing pilings and docks.

Mr. Schneider said Staff did not find any records.

Councilor Fore clarified there was not a marina there and asked if it was typical to have fuel dropping at commercial spots.

Mr. Schneider said the Town did not have any regulation.

Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning, said fueling was done at other marinas in Jupiter and said if Council wanted to look at that as a limitation it could be added as a condition of approval.

Councilor Fore asked about parking requirements

Mr. Schneider said per Code it would be one parking spot per slip.

Councilor May asked what the reasoning was to increase length of boats from 35 to 40 feet and if the slips now were able to handle a beam of a 40-foot boat.

Ms. Thoburn said she couldn't recall exactly but remembered the applicant made a compelling argument and the current slips could hold a 40-foot boat or larger.

Councilor Delaney asked the applicant about the Planning and Zoning Commission's six recommendations and if they asked about fueling.

Mr. Holloway said they were fine with them and said the boats wouldn't be fueled any differently.

Councilor Delaney said he thought fueling and maintenance could be an issue and clarified the docks would be slips not lifts.

Mr. Holloway noted the applicant would propose lifts down the road.

Councilor Delaney asked about boat partnerships.

Mr. Schneider said commercial vessels were not allowed.

Councilor Sundstrom mentioned she had heard about the clean marina action plan and asked for Staff to explain the component.

REGULAR AGENDA

PUBLIC HEARING

13. Resolution 13-24, Flagler Wharf

Ms. Thoburn explained the clean marina action plan was based on DEP's regulations and it addressed how to clean up spills and properly put away spent lines. She noted if there were additional items related to the environment they could add them as conditions.

Mayor Kuretski clarified how the boats were being measured.

Mr. John Sickler, Director of Planning and Zoning, explained it was the overall length.

Mayor Kuretski asked if Staff had determined if special exception criteria for marina use was met using Code section 27-177, criteria for special exception item b.

Mr. Sickler agreed and said there were additional conditions to mitigate the concern from the public hearing at the Planning and Zoning Commission (PZC).

Mayor Kuretski noted a condition within the Resolution that stated any request to increase the slips would be subject to review of PZC and Town Council and asked the applicant to update the wording to include any changes to the marina.

Mr. Holloway agreed any change would come back to Council.

Councilor Fore clarified dive boats and charters would be prohibited.

Mr. Schneider said yes.

Mr. Holloway stated it would be built into the lease.

Councilor Fore asked if they were willing to agree to no fueling.

Mr. Bjarne Borg, owner and applicant, said if it were a condition of approval then no fueling would be added.

Mr. Mark Rodberg, resident of Oak Terrace, commended Planning and Zoning Staff for their thoroughness concerning the item. He spoke about his support of the project.

Mr. Ray Richards, resident of Old Jupiter Beach Road, spoke about his support and asked Council to approve.

Ms. Lois Gackenhimer Richards, resident of Old Jupiter Beach Road, thanked Council and expressed her support for the project.

Mr. Wayne Posner, resident of Carina Drive, spoke in support of the item and said it fit architecturally with Jupiter.

Mr. Kent Eismann, resident of Old Jupiter Beach Road, said this was a beautiful project but was concerned about having more boats on the canal and the potential of ruining the peacefulness.

REGULAR AGENDA

PUBLIC HEARING

13. Resolution 13-24, Flagler Wharf

Ms. Lauren Hollander, resident of Palm Beach Gardens, spoke in support of the project and felt it would enhance property value.

Mr. Kevin Smith, resident of Old Jupiter Beach Road, explained how narrow the canal was and expressed his concern with the potential vandalisms his property.

Mr. Joacim Borg, resident of Eganfuskee Street, spoke in his support of the project.

Mr. Roderick Nassif, resident of Eganfuskee Street, stated the canal was small and enjoyed their residential areas without any commercial use. He mentioned two boats on the canal in the dark was dangerous and raised concerns over maintenance and drainage.

Mr. Ramsay Bulkeley, resident of Palm Beach Gardens, spoke in support of the project.

Mr. Donaldson Hearing, Resident of Elsa Road, stated he was a professional planner and spoke in support of the project.

Mr. William Quinn, resident of U.S. Highway One, spoke in support of the project.

Mr. Holloway stated the canal was a 60-foot commercial canal that had a 60-foot public access easement with a right-of-way. He specified that there would be no seating outdoors after 9pm, no eating outside after 10pm, and no outdoor live music. He spoke about boat traffic and added there was no way someone could access the restaurant from the canal due to security fencing.

Councilor May pointed out the canal was dug out for commercial use by Henry Flagler and the property was in a commercial corridor. He mentioned his concerns regarding the oil in the canal and asked Staff to make sure the stormwater filters were working correctly. He stated he wanted to add a condition of no fueling or maintenance/service of motors would take place on site. He added he was interested to see how the applicant would add lifts to the marina.

Vice-Mayor Sundstrom stated she appreciated the Planning and Zoning Commission, and liked the security fencing to manage boat traffic and drop offs. She also appreciated increasing the flushing capacity and the environmental benefits. She said she felt comfortable with the project.

Mayor Kuretski said the project had been through rigorous reviews and critiques by Planning and Zoning Staff, Commission, and the public. He reiterated that in the Resolution under item 7d to update the condition to state any request to the marina would have to come back to Council. He also spoke about the environmental and historical benefits, parking requirements, and stormwater drainage concerns.

REGULAR AGENDA

PUBLIC HEARING

13. Resolution 13-24, Flagler Wharf

Councilor Delaney spoke about the restaurant, parking, shoreline and environmental enhancements.

Councilor Delaney and Councilor May discussed no fueling, maintenance, service, or dumping of the black water tanks at the docks.

Councilor Delaney said he would be voting in favor of the project.

Councilor Fore stated the building was a good fit for the property. He discussed the marina having too many slips and that he was opposed to fueling and servicing at the docks.

Councilor May moved to approve based on the recommendation from the Planning and Zoning Commission on August 13, 2024 along with any changes to the marina conditions must come back to Council, no dumping of black water tanks, no charter, dive boats or commercial use of the boats, no fueling of boats in the marina, no boat maintenance or service at the docks, and no fuel trucks delivering fuel to the boats in the marina; second by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

PUBLIC BUSINESS

14. Authorizing a waiver of conflict for Jones Foster Law Firm.

Mr. Thomas Baird, Town Attorney, explained the purpose of the letter was requesting that the Town Council vote to waive the firm's conflict with respect to the Property and the real estate transaction; to permit himself and Mr. Scott McMullen to represent the Town as the seller, and Messrs. Mr. Larry Alexander and Mr. Alan Ciklin to represent Mr. Jacob Wohlstadter as the buyer of the Property.

Mayor Kuretski said he met with the developer Mr. Wohlstadter and believed his interest in developing in Jupiter fit into the long-term strategy of the Town. He said he was supportive of the request.

Councilor May moved to approve a waiver of conflict for Jones Foster Law Firm; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

REPORTS

TOWN ATTORNEY - NONE

TOWN MANAGER

- Items to Follow Up – Mr. Kitzerow stated Staff would keep in contact with FDOT and to make sure information continued to get out to the residents. He added there would be Police presences at Jupiter Country Club to monitor traffic. He mentioned Staff would also follow up on the rainbow bridge, the bus stop bench next to Wendy's, the Utility payment drop box, the presentation regarding plants in the median, and the drainage from the industrial park.
- Amendment Five - Mr. Kitzerow stated Finance looked at how the amendment would affect the Town's revenue and based upon the current values, amendment five would have about a \$30,000 affect annual in revenue.
- Riverwalk Shoreline Project - Mr. Kitzerow stated the project began yesterday and included the installation of riprap and would take approximately six weeks. He added information would be available on the Town's social media.
- Town Hall - Mr. Kitzerow mentioned a plaque had been added inside of the front door on the northside of the main lobby that recognized the former Council members who had a hand in the construction of the new Town Hall including, Councilor Wayne Posner, Councilor Ilan Kaufer, Councilor Cheryl Schneider, and former Mayor Todd Wodraska. He added that the photos from the old Council Chambers had been reframed and created a historic display including the old Town Seal behind the building counter in the customer lobby.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR MAY

- Veteran's Day Ceremony – Councilor May thanked Staff for putting together the amazing Veteran's Day ceremony.

VICE-MAYOR SUNDSTROM

- FDOT Presentation – Vice-Mayor Sundstrom thanked Staff for putting together the presentation with FDOT and for answering questions.

COUNCILOR DELANEY

- Veteran's Day Ceremony – Councilor Delaney thanked Staff and said it was a great tradition in Jupiter.
- FDOT Presentation – Councilor Delaney stated he was proud of Staff for handling getting FDOT to present.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR FORE

- Veteran's Day Ceremony – Councilor Fore thanked Staff for Veteran's Day ceremony.
- FDOT Interstate 95 (I95) Off-ramp Traffic Signalization – Councilor Fore spoke about his concerns of the new traffic light coming off of I95.

MAYOR KURETSKI

- Veteran's Day Ceremony – Mayor Kuretski stated Staff did a great job for the Veteran's Day ceremony.
- Ex Parte Communications – Mayor Kuretski stated Council needed to make sure they say who, when, and the context of the discussion for ex. parte communications and asked to make sure the context of the ex. parte communications were reflected in the minutes.
- FDOT Interstate 95 (I95) Off-ramp Traffic Signalization – Mayor Kuretski mentioned he was appreciative of the professional working relationships Staff had with other entities. He also noted that a third northbound off lane would be added by Monday.

ADJOURNMENT- 10:13 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
Adoption of Floodplain Management Measures for Updated Flood Insurance Maps
(FIRMS) and Flood Insurance Study (FIS)



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Ordinance 27-24 (2 nd Reading): Amending the Town of Jupiter Code of Ordinances to update the basis for establishing flood hazard areas based upon the updated Flood Insurance Rate Maps and Flood Insurance Study.

EXECUTIVE SUMMARY

The National Flood Insurance Program (NFIP) was established with the passage of the National Flood Insurance Act of 1968. The NFIP is a federal program enabling property owners in participating communities to purchase flood insurance. The Town of Jupiter entered the NFIP on September 22, 1972. The current Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) for the Town became effective on October 5, 2017.

The Federal Emergency Management Agency (FEMA) recently updated the FIRMs and the FIS for Palm Beach County, which will become effective on December 20, 2024. In order for Jupiter to remain in compliance with the NFIP, the Town must adopt the new FIRMs and FIS. Adoption of the updated flood insurance rate maps and the flood insurance study, will qualify the Town and its residents for the following benefits:

- Properties within the Special Flood Hazard Area (SFHA) are eligible to purchase new NFIP flood policies or renew existing policies.
- Federal disaster assistance for flood damage will be available to fund repairs to insurable buildings.
- Federal mortgage insurance or loan guarantees, such as those provided by the Federal Housing Administration and the Department of Veteran Affairs, will continue to be provided.

The 2017 FIRMs and FIS, contained 2,031 properties in Jupiter within the SFHA. The 2024 FIS update considers how storm surge, wave action, and extreme tide events may impact factors such as topography and vegetation. The 2024 FIRM and FIS update now includes a total of 2,588 Jupiter properties, with 621 added, and 64 properties removed from the SFHA.

Ordinance 27-24 amends the Jupiter Code of Ordinances to update the date of the flood insurance study and flood insurance rate maps; provides for reformatting of the Town's previously adopted local amendments to the Florida Building Code; provides for amendment to the Town's local amendments to the Florida Building Code to specify elevations for manufactured homes located in flood hazard areas; provides for codification; provides for the repeal of laws in conflict; provides for severability; and provides for an effective date. Revisions in the proposed, attached Ordinance 27-24 are represented by underline for new text and strikethrough for deleted text.

First reading was on 11/19/24.

The Town Attorney has reviewed the attached Ordinance and finds it to be in acceptable form.

ANALYSIS

Adoption of Ordinance 27-24, amending the Town of Jupiter Code of Ordinances to update the basis for establishing special flood hazard areas using the updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS), prepared by the Federal Emergency Management Agency (FEMA) will ensure the Town of Jupiter remains in compliance with all requirements of the National Flood Insurance Program (NFIP) and enable Jupiter residents within the Special Flood Hazard Area (SFHA) to be eligible to obtain flood insurance through the NFIP.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Ordinance 27-24

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

ORDINANCE NO. 27-24

AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AMENDING THE JUPITER CODE OF ORDINANCES TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR THE REFORMATTING OF THE PREVIOUSLY ADOPTED TOWN'S LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR THE AMENDMENT TO THE TOWN'S LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE TO SPECIFY ELEVATIONS FOR MANUFACTURED HOMES LOCATED IN FLOOD HAZARD AREAS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations to promote the public health, safety, and general welfare; and

WHEREAS, the Town of Jupiter (Town) participates in the National Flood Insurance Program and the Town Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, which are necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has revised and reissued its Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, which includes the Town, with an effective date of December 20, 2024; and

WHEREAS, the Town Council has determined that it is in the public interest to amend Chapter 22 of the Jupiter Code of Ordinances, which contains Land Development Regulations in Subpart B pertaining to Flood Prevention and Protection, to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Town Council previously adopted local amendments to the Florida Building Code by Ordinance No. 28-14, Exhibit B, and is reformatting those amendments as part of Chapter 22 of the Town Code; and

WHEREAS, the Town's Stormwater Coordinator and Building Official have recommended to the Council the amendment of previously adopted local amendments to change the period over which costs of improvements and repairs of buildings are accumulated for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code; and

WHEREAS, the Town Council has determined that it is in the public interest to adopt the proposed local technical amendments to the Florida Building Code, and the

proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, THAT THE FOLLOWING AMENDMENT IS HEREBY ADOPTED.

Section 1. Repeal Exhibit B, Technical Amendments to the Florida Building Code, Residential; Florida Building Code, Existing Building; and Florida Building Code, Building, of Ordinance No. 28-14, adopted by Town Council on April 7, 2015.

Section 2. Amend Jupiter Code of Ordinances, Subpart B Land Development Regulations, Chapter 22 Flood Prevention and Protection, as follows.

Chapter 22 FLOOD PREVENTION AND PROTECTION
ARTICLE I. IN GENERAL

Sec. 22-1. Scope.

Unless otherwise expressly stated, the following words and terms shall have the meanings shown in this section.

(Code 1992, § 22-1; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-2. Rules of interpretation for definitions.

Where terms are not defined in this chapter, but are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in the Florida Building Code. Where terms are not defined in this chapter or the Florida Building Code, such terms shall have their ordinarily accepted meanings such as the context implies.

(Code 1992, § 22-2; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-3. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ASCE 24 means a standard titled Flood-Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, Virginia.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter ~~or a request for a variance.~~

Applicant means the owner or the owner's authorized agent.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM).

Basement means the portion of a building having its floor subgrade (below ground level) on all sides.

Coastal construction control line means the line established by the state pursuant to F.S. § 161.053, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V.

Design flood means the flood associated with the greater of the following two areas: that area with a floodplain subject to a one-percent or greater chance of flooding in any year; or designated as a flood hazard area on the town's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the design flood, including wave height, relative to the datum specified on the town's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and *existing structure* mean any buildings and structures for which the start of construction commenced before September 22, 1972.

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 22, 1972.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area means the greater of the following two areas:

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the town's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map pertaining to the town on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the town.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the town, or other evidence of approval or concurrence, which authorizes

performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations. The evaluation shall be prepared by a qualified state-licensed engineer using standard engineering methods and models.

Florida Building Code means codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; and Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship-building and ship repair facilities. The term "functionally dependent use" does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined to be eligible for exception to the flood hazard area requirements of the Florida Building Code, Existing Building, chapter 44 12, Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

- (1) *Letter of map amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) *Letter of map revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Conditional letter of map revision (CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program (NFIP) requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; however, upon the submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

(4) *Letter of map revision based on fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and

is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the town's floodplain management regulations.

Light-duty truck means, as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less, which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure other than a basement, usable solely for vehicle parking, building access or limited storage, provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Mangrove stand means an assemblage of mangrove trees, which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground, and which contain one or more of the following species: black mangrove (*Aveicennia nitida*); red mangrove (*Rhizophora mangle*); white mangrove (*Languncularia racemosa*); and buttonwood (*Conocarpus erecta*).

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle or park trailer.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the ~~price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell, and both having reasonable knowledge of relevant facts. As used in this chapter, the term "market value" refers to the~~ market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, is the~~ actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction means, for the purposes of administration of this chapter and the flood-resistant construction requirements of the Florida Building Code, structures for which the start of construction commenced on or after September 22, 1972, and includes any subsequent improvements to such structures.

~~New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 22, 1972.~~

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle means a vehicle, including a park trailer, which is:

- (1) Built on a single chassis; and
- (2) Four hundred square feet or less when measured at the largest horizontal projection; and
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area(SFHA) means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Start of construction means the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, the installation of piles, and the construction of columns. The term "permanent construction" does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure taking place during a five (5) year period ~~the life of a structure~~ in which the cumulative cost equals or exceeds 50 percent of the market value of the structure before improvement or repair is

started. For each building or structure, the period of accumulation begins on the date of the first improvement or repair of that building or structure subsequent to June 21, 1977. If the structure has incurred substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to ensure safe living conditions.
- (2) Any alteration of an historic structure, provided the alteration will not preclude the structure's continued designation as an historic structure.

Variance means a grant of relief from the requirements of this chapter, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Code 1992, § 22-3; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-4—22-24. Reserved.

ARTICLE II. ADMINISTRATION GENERAL

Sec. 22-25. Title.

These regulations may be cited as, and shall be known as, the "Floodplain Management Ordinance."

(Code 1992, § 22-4; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-26. Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Code 1992, § 22-5; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-27. Intent.

The purposes of this chapter and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding; and
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for town participation as set forth in 44 CFR § 59.22.

(Code 1992, § 22-6; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-28. Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(Code 1992, § 22-7; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-29. Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR §§ 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(Code 1992, § 22-8; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-30. Disclaimer of liability.

This chapter shall not create liability on the part of the town council or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

(Code 1992, § 22-9; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-31—22-48. Reserved.

ARTICLE III. APPLICABILITY

Sec. 22-49. Areas to which this chapter applies.

This chapter shall apply to all established flood hazard areas within the town.

(Code 1992, § 22-10; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-50. Basis for establishing flood hazard areas.

The Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas dated December 20, 2024 ~~October 5, 2017~~, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRMs), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file and may be reviewed at the town building department located at 210 Military Trail, Jupiter, Florida 33458.

(Code 1992, § 22-11; Ord. No. 29-14 , § 1, 4-7-2015; Ord. No. 7-17 , § 1, 8-15-2017)

Sec. 22-51. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to article VI of this chapter, the floodplain administrator may require submission of additional data. The town is required to regulate the SFHA shown on the existing FIRM until and unless FEMA issues an amendment or revision to the map. Where field-surveyed topography prepared by a state-licensed professional surveyor or digital topography accepted by the town indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered a flood hazard area and subject to the requirements of this chapter, and, as applicable, the requirements of the Florida Building Code.
- (2) Ground elevations are above the closest applicable base flood elevation, but shown on the FIRM as a SFHA, the area shall be regulated as a special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(Code 1992, § 22-12; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-52. Interpretation.

The following rules of construction shall apply to the interpretation and application of this chapter:

- (1) In the event of a conflict between the regulations of this chapter and any other town ordinances or chapter, the more restrictive provision shall govern.
- (2) The provisions of this chapter shall be the minimum requirements applicable to properties in the town.
- (3) The provisions of this chapter shall be liberally construed in favor of the town.

(Code 1992, § 22-13; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-53. Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Code 1992, § 22-14; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-54—22-79. Reserved.

ARTICLE IV. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 22-80. Designation.

The town manager or his designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(Code 1992, § 22-15; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-81. General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose referenced hereinabove and may establish such administrative policies and procedures as may be necessary to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving the requirements herein unless a variance is granted as provided for herein.

(Code 1992, § 22-16; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-82. Duties of the floodplain administrator.

The floodplain administrator shall:

- (1) Review flood development permit applications and plans to determine whether proposed new development is located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries (a person contesting the determination shall have the opportunity to appeal the interpretation);
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data should be obtained from other sources or be provided by an applicant;
- (6) Review applications to determine whether proposed development or redevelopment will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development or redevelopment for buildings and structures whether they are subject to, or exempt from, the Florida Building Code;
- (8) Coordinate with and provide comments to the building official to ensure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter;
- (9) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to this chapter;
- (10) Require applicants who submit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the hydrologic and hydraulic engineering analyses submitted with an application proposes to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
- (11) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;
- (12) Notify the Federal Emergency Management Agency when the corporate boundaries of the town are modified; and
- (13) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."

(Code 1992, § 22-17; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-83. Substantial improvement and substantial damage determinations.

For applications for building permits to construct or improve buildings and structures, including alterations, movement, enlargement, replacement, change of occupancy, additions, rehabilitations, renovations, or repairs, the floodplain administrator, in coordination with the building official, shall:

- (1) Determine the market value of the building or structure or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser before construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made; all valuation data and/or appraisals shall be based on data within six months of the permit application date;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement, as defined herein, or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of the term "substantial improvement;" and
- (4) If it is determined that the work constitutes substantial improvement or repair of substantial damage, the applicant shall be notified that compliance with the flood-resistant construction requirements of the Florida Building Code and this chapter is required.

(Code 1992, § 22-18; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-84. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Code 1992, § 22-19; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-85. Inspections.

The floodplain administrator shall make the inspections specified in article VII of this chapter for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Code 1992, § 22-20; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-86. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including, but not limited to:

- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 22-83;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the state division of emergency management, state floodplain management office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the town are modified; and
- (6) Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591), that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."

(Code 1992, § 22-21; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-87. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood-resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the building department.

(Code 1992, § 22-22; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-88—22-117. Reserved.

ARTICLE V. PERMITS

Sec. 22-118. Floodplain permits required.

- (a) Any applicant who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area, shall first make application to the floodplain administrator and obtain a floodplain development permit. The application shall be made on a form provided by the town. No such permit shall be issued unless an applicant demonstrates compliance with the requirements of this chapter.
- (b) Floodplain development permits shall be issued pursuant to this chapter for any development which is not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development, the floodplain administrator may determine that a floodplain development permit is required in addition to a building permit.

(Code 1992, § 22-23; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-119. Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR §§ 59 and 60), floodplain development permits are required for the following buildings, structures and facilities that are exempt from the Florida Building Code:

- (1) Railroads and ancillary facilities associated with railroad operations.
- (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this section, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are pre-fabricated and assembled on-site or pre-assembled and delivered on-site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

- (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(Code 1992, § 22-24; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-120. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in article VI of this chapter.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Code 1992, § 22-25; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-121. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Code, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Code 1992, § 22-26; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-122. Expiration.

A floodplain development permit shall expire if the work authorized by such permit is not commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each may be requested in writing. The request for the extension of a floodplain development permit shall demonstrate, in the opinion of the floodplain administrator, extenuating circumstances to justify any such extension.

(Code 1992, § 22-27; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-123. Suspension or revocation.

The floodplain administrator may suspend or revoke a floodplain development permit if it is determined that the permit was issued on the basis of incorrect, inaccurate or incomplete information, or it is determined to be in violation of this chapter or any other ordinance, regulation or requirement of the town.

(Code 1992, § 22-28; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-124. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits are obtained before commencement of development, including, but not limited to, the following:

- (1) The South Florida Water Management District; F.S. § 373.036.
- (2) State department of health for on-site sewage treatment and disposal systems; F.S. § 381.0065 and chapter 64E-6, F.A.C.
- (3) State department of environmental protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
- (4) State department of environmental protection for activities subject to the joint coastal permit; F.S. § 161.055.
- (5) State department of environmental protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

(Code 1992, § 22-29; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-125—22-146. Reserved.

ARTICLE VI. SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 22-147. Information for development in flood hazard areas.

- (a) Any site plan or construction documents for development which is subject to the requirements of this chapter shall be drawn to scale and shall indicate or show:
 - (1) Delineation of flood hazard areas, floodway boundaries and flood zones, base flood elevations, and ground elevations which are necessary for the review of the proposed development. Flood zones, base flood elevations, ground elevations, and proposed building elevations shall be provided on a FEMA elevation certificate.
 - (2) Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, the elevations shall be established in accordance with section 22-148(2) or (3).

- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 22-148(1).
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the state department of environmental protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.
- (b) The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional, provided the floodplain administrator determines that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with the regulations of this chapter.

(Code 1992, § 22-30; Ord. No. 29-14 , § 1, 4-7-2015)

**Sec. 22-148. Information in flood hazard areas without base flood elevations
(approximate Zone A).**

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require an applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source, or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available, or, where the available data submitted by an applicant is deemed by the floodplain administrator to not reasonably reflect flooding conditions or is known to be scientifically or technically incorrect or otherwise inadequate, the floodplain administrator may:

- a. Require that the applicant include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is three feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three feet.
- (4) Where the base flood elevation data is to be used to support a letter of map change from FEMA, the floodplain administrator shall advise the applicant that the analyses shall be prepared by a state-licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy FEMA's requirements and pay the processing fees.

(Code 1992, § 22-31; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-149. Additional analyses and certifications.

Based upon the location and nature of the development, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development which is proposed to be in a regulatory floodway, a floodway encroachment analysis demonstrating that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 22-150 and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development which is proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study, or on the FIRM, and floodways that have not been designated, hydrologic and hydraulic analyses will be required to demonstrate the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the town. This requirement does not apply in isolated flood hazard areas that are not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH on the current FIRM.
- (3) Where an applicant proposes the alteration of a watercourse, the applicant shall submit an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 22-150.
- (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

(Code 1992, § 22-32; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-150. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant may seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and submit such data to FEMA for such purposes. The analyses shall be prepared by a state-licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Code 1992, § 22-33; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-151—22-168. Reserved.

ARTICLE VII. INSPECTIONS

Sec. 22-169. General.

Development for which a floodplain development permit is required shall be subject to inspection.

(Code 1992, § 22-34; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-170. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of any issued floodplain development permits.

(Code 1992, § 22-35; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-171. Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities which are exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of any issued floodplain development permits.

(Code 1992, § 22-36; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-172. Buildings, structures and facilities exempt from the Florida Building Code; lowest floor inspection.

Upon placement of the lowest floor, including the basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a state-licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 22-148(3)b, the documentation of height of

the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(Code 1992, § 22-37; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-173. Buildings, structures and facilities exempt from the Florida Building Code; final inspection.

As part of the final inspection, the applicant shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 22-172.

(Code 1992, § 22-38; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-174. Manufactured homes.

The building official shall inspect all manufactured homes that are to be installed or have been replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of an issued floodplain development permit. Upon the placement of a manufactured home, the applicant shall submit to the building official a certification of the elevation of the lowest floor.

(Code 1992, § 22-39; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-175—22-201. Reserved.

ARTICLE VIII. VARIANCES AND APPEALS

Sec. 22-202. Variances.

The town's construction board of adjustments and appeals shall have jurisdiction to consider any applications for variances of the regulations established by this chapter. Pursuant to F.S. § 553.73(5), the construction board of adjustments and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building.

(Code 1992, § 22-40; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-203. Appeals.

The construction board of adjustments and appeals shall hear and decide appeals of the applications of the regulations established by this chapter, when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision of the construction board of adjustments and appeals may appeal such decision to the circuit court, as provided by Florida Statutes.

(Code 1992, § 22-41; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-204. Limitations on authority to grant variances.

The construction board of adjustments and appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 22-208, the conditions of issuance set forth in section 22-209, and the comments and recommendations of the floodplain administrator and the building official. The construction board of adjustments and appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(Code 1992, § 22-42; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-205. Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway where the granting of the variance would increase the base flood elevation.

(Code 1992, § 22-43; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-206. Historic buildings.

A variance may be granted for the repair, improvement, or rehabilitation of an historic building where it has been determined to be eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building, chapter 44 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as an historic building, and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as an historic building, a variance shall not be granted and the building, and any repair, improvement, and rehabilitation, shall be subject to the requirements of the Florida Building Code.

(Code 1992, § 22-44; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-207. Functionally dependent uses.

A variance may be granted for the construction or substantial improvement that is necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the construction board of adjustments and appeals determines that the variance meets the criteria set forth in this chapter for granting variances, the variance is the minimum necessary considering the flood hazard, and the construction board of adjustments and appeals finds that the methods and materials used by the applicant would minimize flood damage during an occurrence of the base flood.

(Code 1992, § 22-45; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-208. Criteria to be considered for granting variances.

In considering applications for variances, the construction board of adjustments and appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage, and the effect of such damage on current and future applicants;
- (4) The importance of the services provided by the proposed development to the town;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Code 1992, § 22-46; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-209. Additional conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
- (2) Determination by the construction board of adjustments and appeals that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable (increased costs to satisfy the requirements or inconvenience do not constitute hardship);
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances;
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief.

- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Code 1992, § 22-47; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-210—22-226. Reserved.

ARTICLE IX. VIOLATIONS

Sec. 22-227. Violations.

Any development in conflict with a floodplain development permit, or that does not comply with this chapter, shall be deemed to be in violation and may be subject to code compliance proceedings. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(Code 1992, § 22-48; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-228. Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop-work orders to the owner of the property involved, to the owner's agent, or to the person performing the work.

(Code 1992, § 22-49; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-229. Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop-work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to a fine for each day that the work continues. Each day of such violation shall be considered a separate offense and subject to a fine in accordance with chapter 8 for each offense. Nothing herein contained shall prevent the town from taking other such lawful action as is necessary to prevent or remedy any violation.

(Code 1992, § 22-50; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-230—22-250. Reserved.

ARTICLE X. FLOOD-RESISTANT DEVELOPMENT

Sec. 22-251. Florida Building Code, Local Amendments.

(1) Cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 22-3 of this chapter.

(2) Minimum building elevations. All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the base flood elevation plus 1.5 feet, or the design flood elevation, whichever is higher.

(3) Limitation on use of fill. Fill shall not be used to support foundations. This restriction shall not apply to use of fill in stem wall foundations.

(4) Walls below elevated buildings in coastal high hazard areas and Coastal A Zones. Solid walls are not permitted below elevated buildings. Lattice work and decorative screening are permitted provided they are not part of the structural support of the building and are designed to breakaway under flood loads less than that which would occur during the design flood.

(5) Limit enclosures below elevated dwellings. Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

(a) The interior portion of enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(c) Where perimeter wall (crawlpace) foundations are permitted for dwellings, the limitation on partitions does not apply to interior load bearing walls.

(d) Access to enclosed areas below dwellings shall be the minimum necessary to allow for the intended use (garage door, standard exterior door, entry to dwelling (stairway or elevator).

Sec. 22-252. Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvements or repairs of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with sections 22-274 through 22-281.

(Code 1992, § 22-51; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-253. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Buildings, sections 3109 and 1612 or Florida Building Code, Residential, section R322.
- (2) Minor structures and non-habitable major structures, as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(Code 1992, § 22-52; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-254. Subdivision minimum requirements.

Applications to subdivide property, including those for manufactured home parks, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Code 1992, § 22-53; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-255. Subdivision plats.

Where any portion of a proposed subdivision, including manufactured home parks, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 22-148(1); and
- (3) Compliance with the site improvement and utilities requirements of sections 22-256 through 22-261.

(Code 1992, § 22-54; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-256. Minimum requirements for site development and utilities.

All proposed new development shall be reviewed to determine that they meet the following minimum requirements:

- (1) Such new development would minimize flood damage and would be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Code 1992, § 22-55; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-257. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for on-site sewage treatment and disposal systems in chapter 64E-6, F.A.C. and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

(Code 1992, § 22-56; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-258. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in chapter 62-532.500, F.A.C. and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Code 1992, § 22-57; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-259. Limitations on sites in regulatory floodways.

No development, including, but not limited to, site improvements, and land disturbing activity involving fill or re-grading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 22-149(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(Code 1992, § 22-58; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-260. Limitations on placement of fill.

Fill shall not be used to elevate buildings except where used to backfill stem wall foundations, subject to the limitations of this chapter. Fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.

(Code 1992, § 22-59; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-261. Limitations on sites in coastal high hazard areas (Zone V).

In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the state department of environmental protection, and only if the engineering analysis required by section 22-149(4) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 22-281.

(Code 1992, § 22-60; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-262. Manufactured homes—Generally.

New installation of manufactured homes shall not be permitted in floodways, coastal high hazard areas (Zone V) or seaward of the coastal construction control line. All manufactured homes installed in other flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of chapter 15C-1, F.A.C. and the requirements of this chapter.

(Code 1992, § 22-61; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-263. Same—Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas (Zone A) other than coastal high hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential, section R322.2 and this chapter.

(Code 1992, § 22-62; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-264. Same—Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Code 1992, § 22-63; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-265. Same—Elevation requirement.

All manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential, section R322.2 (Zone A).

(Code 1992, § 22-64; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-266. Same—Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential, section R322.2 for such enclosed areas (Zone A).

(Code 1992, § 22-65; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-267. Same—Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential, section R322.2 (Zone A).

(Code 1992, § 22-66; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-268. Recreational vehicles and park trailers—Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park trailer is on wheels or a jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Code 1992, § 22-67; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-269. Same—Permanent placements.

Recreational vehicles and park trailers that do not meet the limitations in section 22-268 for temporary placement shall meet the requirements of sections 22-262 through 22-267 for manufactured homes.

(Code 1992, § 22-68; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-270. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty.

(Code 1992, § 22-69; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-271. Above-ground tanks—Not elevated.

Above-ground tanks that do not meet the elevation requirements of section 22-272 shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent

flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty, and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).

(Code 1992, § 22-70; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-272. Same—Elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Code 1992, § 22-71; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-273. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Code 1992, § 22-72; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-274. General requirements for other development.

All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of section 22-259 if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation except that minimum electrical service required to address life safety and electrical code requirements is permitted below the design flood elevation, provided it conforms to the provisions of the electrical part of the building code for wet locations.

(Code 1992, § 22-73; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-275. Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 22-259.

(Code 1992, § 22-74; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-276. Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 22-259.

(Code 1992, § 22-75; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-277. Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of section 22-259. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 22-149(3).

(Code 1992, § 22-76; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-278. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar non-structural uses in coastal high hazard areas (Zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar non-structural uses are permitted beneath or adjacent to buildings and structures, provided the concrete slabs are designed and constructed to:

- (1) Be structurally independent of the foundation system of the building or structure;
- (2) Be frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four inches.

(Code 1992, § 22-77; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-279. Decks and patios in coastal high hazard areas (Zone V).

In addition to the requirements of the Florida Building Code, in coastal high hazard areas, decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation, and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure,

which shall be designed to accommodate any increased loads resulting from the attached deck.

- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the buildings or structures or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on non-structural fill material that is similar to and compatible with local soils, and is the minimum amount necessary for site drainage, may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

(Code 1992, § 22-78; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-280. Other development in coastal high hazard areas (Zone V).

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include, but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood, or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(Code 1992, § 22-79; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-281. Non-structural fill in coastal high hazard areas (Zone V).

In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of non-structural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

- (2) Non-structural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the state department of environmental protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection, if the scale and location of the dune work is consistent with local beach-dune morphology, and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Code 1992, § 22-80; Ord. No. 29-14 , § 1, 4-7-2015)

Section 3. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction, and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

Section 4. CODIFICATION. Sections of this ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “article”, or any other appropriate word.

Section 5. APPLICABILITY. For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Jupiter. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

Section 6. REPEAL OF LAWS IN CONFLICT. All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

Section 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its execution.

TOWN OF JUPITER
Police Pension Plan Changes



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Ordinance 32-24, First Reading, Amending Chapter 15 Article IV police officers retirement fund for compliance with division 3, section 15-380 IRS code SECURE 2.0 ACT

EXECUTIVE SUMMARY

Ordinance 32-24 amends chapter 15, article IV of the Police Officers' Retirement Fund to maintain compliance with division 3, section 15-380 IRS Code to provide for compliance with the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 ACT. In order to ensure the plan receives its continued certification by the IRS, changes are required to Town code in accordance with IRS regulations as part of the Town's tax-exempt pension plan renewal compliance requirements. Second reading will be on 12/17/24.

The Town Attorney has reviewed the attached documents and finds them to be in acceptable form.

ANALYSIS

These technical revisions to the police pension plan have been reviewed by the pension board's attorney and plan actuary. A statement of no impact from the plan actuary is attached for your review. The proposed plan amendments do not materially affect the liability of the plan but ensures its compliance with existing adopted IRS requirements. The trustees of the Town of Jupiter Police Officers' Retirement Fund have reviewed the proposed Ordinance and secured agreement to the changes from the pension board attorney. None of the parties that have reviewed the provisions of Ordinance 32-24 have objected to its approval by the Town Council. Thus, staff respectfully requests Town Council approval on first reading of the Ordinance.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Actuarial Statement of No Impact
2. Ordinance 32-24

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2327.



June 11, 2024

Margaret M. Adcock
The Resource Centers, LLC
4360 Northlake Blvd., Suite 206
Palm Beach Gardens, FL 33410
Phone: 561-624-3277 ext. 2962
Fax: 561-624-3278

Dear Margie:

Re: Statement of No Impact – Proposed Ordinance

This letter is being written to provide a statement of no impact with regard to the attached proposed ordinance which modifies the Town of Jupiter (the Town) Police Officers' Retirement Fund (the Plan).

Summary of Changes

Proposed changes are summarized in the following.

§	Title	Description
15-380	Required Beginning Date.	Subsection (b) modified to reflect change in Required Minimum Distribution due to Secure 2.0 Act.

Actuarial Impact

The liability of the Plan is not anticipated to be materially affected by this amendment to Plan provisions.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Little", is written over a light blue horizontal line.

Chad M. Little, ASA, EA
Partner, Consulting Actuary

ORDINANCE NO. 32-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 15, ARTICLE IV, PERTAINING TO THE POLICE OFFICERS RETIREMENT FUND; PROVIDING FOR THE AMENDMENT OF DIVISION 3, SECTION 15-380, ENTITLED “INTERNAL REVENUE CODE COMPLIANCE” TO PROVIDE FOR COMPLIANCE WITH THE SETTING EVERY COMMUNITY UP FOR RETIREMENT ENHANCEMENT 2.0 ACT; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town), provides a retirement fund for its police officers; and

WHEREAS, the Town maintains a retirement fund for the police officers that complies with all state and federal laws and regulations; and

WHEREAS, the Setting Every Community Up for Retirement Enhancement (“SECURE”) 2.0 Act (the Act), was signed into law on December 29, 2022 as part of the Consolidated Appropriations Act, 2023, and it amended the definition of “Required Beginning Date” under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Town’s Police Officers Retirement Fund (Retirement Fund) are necessary to conform it to the requirements of the Act; and

WHEREAS, the trustees of the Retirement Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Retirement Fund; and

WHEREAS, the Town’s Finance Department has received and reviewed an actuarial impact statement related to the amendments which are included herein; and

WHEREAS, the Town Council deems it to be in the public interest to amend the Retirement Fund for its police officers.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA.

Section 1. Chapter 15, Article IV, Division 3, Section 15-380 entitled “Internal Revenue Code Compliance”, subsections (b), *Required beginning date*, and (c), are hereby amended as follows:

(b) *Required beginning date.* Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence not later than the participant's required beginning date, which, effective January 1, 2023, is defined as the later of (1) and (2) below:

- (1) ~~With respect regard to distributions required to be made to a participant who reaches age 70 ½ before~~ prior to January 1, 2020:, April 1 of the calendar year that next follows the calendar year in which the participant attained ~~attains or will attain~~ the age of 70½ years; or

With respect to a participant who attained age 70 ½ on or after January 1, 2020, and age 72 prior to January 1, 2023, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 72 years; or

With respect to a participant who attains age 72 on or after January 1, 2023, in accordance with the SECURE 2.0 Act and any technical corrections thereto; or retires, whichever is later.

~~(2) With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the participant retires, whichever is later.~~

(c) *Required minimum distributions.*

- (1) Required beginning date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date as defined in subsection (b) of this section.

(2) Death of participant before distributions begin.

- a. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
1. If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½ his or her Required beginning date, if later.

Section 2. If any section, subsection, clause, phrase, sentence or portion of this Ordinance is for any reason declared by a court of competent jurisdiction to be invalid,

such decision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions, in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. It is the intention of the Town Council of the Town of Jupiter that the provisions of this Ordinance shall be come and be made a part of the Code of Ordinances of Jupiter, Florida, and that the sections of this ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter", "Section", "Article", or such other appropriate word or phrase, the use of which shall accomplish the intention herein expressed.

Section 5. This Ordinance shall take effect immediately upon its execution.

12/03/2024

TOWN OF JUPITER

Approval of an Interlocal Agreement with the Treasure Coast Regional Planning Council



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 121-24, Approving an Interlocal Agreement with the Treasure Coast Regional Planning Council

EXECUTIVE SUMMARY

Staff seeks approval of an Interlocal Agreement between the Town of Jupiter and the Treasure Coast Regional Planning Council (TCRPC) for planning services and technical assistance for process analysis and administrative policy development.

The Town Attorney has reviewed the attached agreement and finds it to be in acceptable form.

ANALYSIS

The scope of services provides for the TCRPC to conduct an analysis of administrative procedures, processes, and policies and will include the following.

- Undertake due diligence research to assess the existing processes and administrative policies;
- Conduct a series of stakeholder interviews including management and employees at all levels of the Town;
- Identify peer municipalities and appropriate performance metrics; and
- Develop a report of observations, analysis, and recommendations for consideration by the Town.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution No. 121-24
2. Interlocal Agreement

FUNDING SOURCE

Approved in Budget

\$ 112,350

Sources: FY2025 OGG
Professional Services
00190019-531000

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2327.

RESOLUTION NO. 121-24**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TREASURE COAST REGIONAL PLANNING COUNCIL, TO PROVIDE PLANNING SERVICES AND TECHNICAL ASSISTANCE TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Jupiter (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166 of the Florida Statutes; and

WHEREAS, Section 163.01 of the Florida Statutes authorizes government agencies to enter into interlocal agreements to make the most efficient use of their powers and resources for their mutual benefit; and

WHEREAS, pursuant to Sections 186.502 and 120.52 of the Florida Statutes, regional planning councils are recognized as government agencies that are available to provide planning services and technical assistance in the planning and implementation of local government programs; and

WHEREAS, in 1976, the Treasure Coast Regional Planning Council (TCRPC) was established pursuant to 163.01 of Florida Statutes for the mutual benefit with other governmental entities to make the most efficient use of power and resources; and

WHEREAS, pursuant to Section 287.057 of Florida Statutes government agencies or entities can enter into contracts with each other without a request for proposal and are not subject to competitive solicitation requirements; and

WHEREAS, the Town has requested that TCRPC provide it with certain planning services and technical assistance; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Interlocal Agreement and scope of services which is incorporated therein between the Town and the TCRPC.

Section 3. This resolution shall take effect immediately upon its execution.

12/03/24

**INTERLOCAL AGREEMENT
BETWEEN THE
TOWN OF JUPITER AND THE
TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2024 by and between the Town of Jupiter (herein referred to as “Town”), and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The CRA and TCRPC may sometimes be referred to herein as “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town of Jupiter has requested certain ongoing planning services and technical assistance; and

WHEREAS, pursuant to Fla. Stat. § 186.505 (19), the TCRPC is permitted to enter into contracts to provide at cost planning services and technical assistance to the Town; and

WHEREAS, the Town and the TCRPC desire to enter into an agreement whereby the TCRPC will provide planning services and technical assistance regarding process analysis and administrative policy development.

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

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will provide planning services and technical assistance to the Town for process analysis and administrative policy development.

- B. The Town and TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the Town determines that the deliverables identified in Attachment A have been completed, unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The TCRPC shall fully perform the obligations identified in Scope of Work as identified in Attachment A of this Agreement to the satisfaction of the Town.
- C. Modifications of this Agreement may be requested by any Party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, approved by the governing boards of each Party as necessary and duly signed by each Party's representative.
- D. The Town agrees to:
 - 1. Assist in the analysis of processes and policies and make employees and documents available as necessary for the analysis; and
 - 2. Process all requests for payment in a timely manner.

SECTION 3. RECORD KEEPING

- A. All records submitted by the TCRPC shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the Town, its employees, and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Town shall be obligated to pay the TCRPC for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County, State of Florida. 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 or 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.

SECTION 6. INDEMNIFICATION

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Parties, and the other Parties respective officers, employees, servants or agents from each Party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of action, legal or administrative proceedings, judgments, interest, attorney's fees, costs, and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by Parties hereto in accordance with Section 2.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Town:

Frank J. Kitzerow, Town Manager
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Thomas J. Baird, Town Attorney
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

For the TCRPC:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services identified in Attachment A. As consideration for performance of work rendered under this Agreement, the Town agrees to pay the TCRPC a fixed fee of Forty Thousand and Zero Cents (\$40,000); which shall be inclusive of any travel to and from, and TCRPC employees attendance at all required meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and excludes advertising, promotional, and meeting venue expenses, which will be paid directly by the Town.
- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices, and submission of an invoice to the Town, shall be considered the TCRPC's request for payment according to the project milestone schedule contained in Attachment A. The Town shall pay the TCRPC within thirty (30) days of receipt of an invoice.
- C. Additional services may be provided by the TCRPC to the Town upon written request and approval of the Town Council for a flat fee of Two Hundred Dollars and Zero Cents (\$200.00) per hour.

SECTION 11. CHOICE OF LAW VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 12. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties. However, this clause pertains only to the Parties to this Agreement.

SECTION 13. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Town or the TCRPC.

SECTION 14. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 15. EQUAL OPPORTUNITY PROVISION

The Town and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

SECTION 16. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Town Council and the Executive Director of the Treasure Coast Regional Planning Council, and the due execution thereof by the proper officers of the Town and Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 17. PUBLIC RECORDS.

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes., the TCRPC shall:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the Town.
- D. Upon completion of the Agreement, transfer, at no cost to the Town, all public records in possession of the TCRPC or keep and maintain public records required by the Town to perform the services. If the TCRPC transfers all public records to the Town upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:**

**LAURA CAHILL, CMC
561-741-2352
LAURAC@JUPITER.FL.US
210 MILITARY TRAIL
JUPITER, FLORIDA 33458**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

ATTEST:

Town of Jupiter

By: _____
Laura Cahill, CMC
Town Clerk

By: _____
Jim Kuretski
Mayor

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird
Town Attorney

ATTEST:

Treasure Coast Regional Planning Council

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form and legal sufficiency:

By: _____
Keith Davis
General Counsel

ATTACHMENT A

SCOPE OF SERVICES

PLANNING AND TECHNICAL ASSISTANCE REGARDING PROCESSES AND ADMINISTRATIVE POLICIES

TOWN OF JUPITER

OCTOBER 29, 2024

PROJECT DESCRIPTION

The Town of Jupiter (Town) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to conduct an analysis of administrative procedures, processes, and policies. The Scope of Services will include the following:

- Undertake due diligence research to assess the existing processes and administrative policies;
- Conduct a series of stakeholder interviews including management and employees at all levels of the Town;
- Identify peer municipalities and appropriate performance metrics; and
- Develop a report of observations, analysis, and recommendations for consideration by the Town.

SCOPE OF SERVICES

Task 1: Staff Work Session One (Project Kickoff) and Due Diligence

Project Meetings and Data Gathering

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the process assessment. The purpose of Staff Work Session One will be to clarify the project schedule and goals; gather background data; review existing processes and policies; and understand work allocation within operational departments of the Town. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals.

Staff Work Session One will be scheduled with the Town staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

Task 1 Deliverables

1. Updated Project Schedule
2. Facilitation of Staff Work Session One
3. Work Session One Agenda, Participant List, and Meeting Notes

Task 2: Stakeholder Interviews

Stakeholder Interviews

To inform the analysis, TCRPC will conduct up to thirty stakeholder interviews in a location provided by the Town. The interviews will be designed to gather insight into the challenges and opportunities present in the processes and structure of the Town. Interviewees are anticipated to include members of the Town Administration, departmental management, supervisors, and employees as well as a sample of frequent private sector customers. Interviews may be one-on-one or in a group setting and during work hours to maximize employee comfort and convenience and to enhance interview effectiveness. Town staff will identify recommended interviewees, and TCRPC will be responsible for interview logistics and facilitation.

Task 2 Deliverables

1. Completion of Stakeholder Interviews
2. Summary of General Findings

Tasks 3: Identify Peer Municipalities and Performance Metrics

Working in conjunction with Town staff, TCRPC will develop a list of five nominal and aspirational peer municipalities, ideally in Southeast Florida, with which to compare the Town's structure, work allocation, staffing levels, and performance. Based on the peers and available Town data (such as the Click-Up software the Town has implemented), TCRPC will develop a list of performance metrics to evaluate Department efficiency and effectiveness over time and against benchmarks.

Tasks 3 Deliverables

1. List of Peer Municipalities
2. List of Performance Metrics and Initial Data Values

Task 4: Staff Work Session Two

At Staff Work Session Two, TCRPC will provide a summary of due diligence findings, input gathered during the interviews, potential performance metrics, and draft process and policy recommendations. Findings and recommendations will be reviewed with Town staff and revised based on the input received.

Task 4 Deliverables

1. Facilitation of Staff Work Session Two
2. Work Session Two Agenda, Participant List, and Meeting Notes
3. Project Memorandum #1, including:
 - a. Summary of Due Diligence Findings
 - b. Summary of Interviews
 - c. List of Peer Municipalities and Performance Metrics
 - d. Draft Process and Policy Recommendations

Task 5: Draft and Final Report

Based on the data gathered and input received, TCRPC will prepare a Report containing a summary of the project, the completed analysis, and recommendations for process, administrative policy, and structure changes to improve efficiency and effectiveness. Recommended performance measures will also be included for the Town to evaluate progress over time and assist in making adjustments in the future. The Report will initially be presented to Town Administration and Department management as a draft, with the opportunity for two rounds of consolidated comments if necessary, and then in final form. Further use and/or dissemination of the Report will be at the discretion of the Town.

Task 5 Deliverables

1. Draft Report
2. Facilitation of Staff Work Session Three
3. Final Report

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda Agendas, Participant Lists, and Meeting Notes from Staff Work Sessions	Two electronic copies, MS Word & PDF formats
Draft Report	One electronic copy, PDF format
Final Report	One electronic copy, PDF format

FEES AND REIMBURSABLE EXPENSES

Professional services described in this scope of services will be performed for a fixed fee of **\$40,000**, payable at the completion of project milestones listed below. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the professional services. Advertisement costs for any public hearings and workshops, meeting venue costs, or meeting refreshments are not included and shall be paid directly by the Town.

Council will provide all work and products, outlined in the scope above, payable per the following schedule. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Execution of the Interlocal Agreement	10%	\$4,000
Completion of Due Diligence & Interviews	25%	\$10,000
Transmittal of Project Memo #1	25%	\$10,000
Transmittal of Draft Report	30%	\$12,000
Transmittal of Final Report	10%	\$4,000
<i>Total Fee</i>	100%	\$40,000

ANTICIPATED SCHEDULE

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in December 2024, is included as Attachment B.

**ATTACHMENT B
ANTICIPATED SCHEDULE**

TOWN OF JUPITER ENGINEERING AND PUBLIC WORKS DEPT. ANALYSIS		2024			2025											
		O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
PROJECT SCHEDULE		4TH QTR			1ST QTR			2ND QTR			3RD QTR			4TH QTR		
Task 1	STAFF WORK SESSION #1 AND DUE DILIGENCE															
Task 2	STAKEHOLDER INTERVIEWS															
Task 3	PEER MUNICIPALITIES AND PERFORMANCE METRICS															
Task 4	STAFF WORK SESSION #2 AND PROJECT MEMORANDUM #1															
Task 5	DRAFT AND FINAL REPORT															

TOWN OF JUPITER
Adoption of Revised Palm Beach County Local Mitigation Strategy



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 124-24: Adoption of Revised Palm Beach County Local Mitigation Strategy

EXECUTIVE SUMMARY

The Florida Emergency Management Agency (FEMA) has mandated that all Local Mitigation Strategy (LMS) programs revise their plans every five (5) years to bring them into compliance with federal guidelines established in response to the Disaster Mitigation Act of 2000. The purpose of the LMS is to develop and execute an ongoing strategy for reducing the community's vulnerability to identified natural, technological, and human-caused hazards. The strategy provides a rational, managed basis for considering and prioritizing hazard-specific mitigation options and for developing and executing sound, cost-effective mitigation projects. The LMS also provides a basis for justifying the solicitation and use of local, state, federal, and other funding to support hazard mitigation projects and initiatives.

Palm Beach County (PBC) and its original 38 municipalities (currently 39) formally adopted the Local Mitigation Strategy in 1999 and, in accordance with Federal guidelines, revised the plan in 2019. In 2024, PBC again completed its FEMA mandated five-year revisions and submitted the revised plan for State (Florida Department of Emergency Management, FDEM) and FEMA review and approval, which was received and subsequently adopted by the PBC Board of County Commissioners by resolution. A summary of the changes is included in Attachment 3. Adoption of the 2024 revised LMS plan by the municipalities within PBC, is now necessary in order to remain eligible for federal pre-disaster and post-disaster funding from FEMA. The Town has received grant funding from FEMA through the LMS program on several occasions, the most recent being the Water Treatment Plant Hardened Server and Training Facility.

Adoption of the revised 2024 LMS plan by the Jupiter Town Council and Resolution 124-24 is being requested at this time. The 2024 revised LMS document is lengthy and can be viewed at <https://discover.pbc.gov/publicsafety/dem/Sections/Planning-Local-Mitigation-Strategy.aspx>.

ANALYSIS

Revisions to the Palm Beach County Local Mitigation Strategy are routine and completed every 5 years as required by FDEM and FEMA. Adoption of the revised 2024 LMS plan by the Town of Jupiter to align with Palm Beach County's adoption of the Plan and to be eligible to apply for and receive federal pre-disaster and post-disaster mitigation assistance funds is appropriate.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

- Organizational Excellence

ATTACHMENTS

1. Resolution 124-24
2. PBC Adopted Resolution No. 2024-1233 for the 2024 LMS Plan
3. Local Mitigation Strategy (LMS) 2024 Summary of Changes

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 124-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats; and

WHEREAS, the Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, the Disaster Mitigation Act of 2000, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, requires such governments to have Federal Emergency Management Agency approved hazard mitigation plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate

the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, Palm Beach County's Local Mitigation Strategy, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Local Mitigation Strategy; and

WHEREAS, the 2024 revised Local Mitigation Strategy has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency and adopted by the Palm Beach County Board of County Commissioners; and

WHEREAS, a Multi-jurisdictional Program for Public Information has been included in Appendix O of the Local Mitigation Strategy to satisfy the floodplain management requirements of the County and its participating municipalities Community Rating System (CRS Activity 330); and

WHEREAS, the Local Mitigation Strategy Steering Committee recommends the formal adoption of the 2024 Local Mitigation Strategy, including planned future enhancements described therein, by the County and all participating municipalities.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Council hereby approves and adopts the 2024 Revised Local Mitigation Strategy Plan in its entirety, as revised by the LMS Steering Committee

and approved by the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management and the Federal Emergency Management Agency.

Section 3. The Town Council authorizes staff to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the Local Mitigation Strategy, and upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies set out by the Local Mitigation Strategy.

Section 4. The Town of Jupiter will continue to support and participate in the Local Mitigation Strategy planning and implementation process as required by Federal Emergency Management Agency, the Florida Division of Emergency Management, and the Palm Beach County Local Mitigation Strategy Steering Committee.

Section 5. The Town of Jupiter will consider incorporating climate change concerns, sea level rise and natural hazards into the local comprehensive plan and into future reviews of flood prevention regulations and zoning codes.

Section 6. The Clerk is hereby directed to transmit an original of the executed Resolution to the Palm Beach County Division of Emergency Management, attention Local Mitigation Strategy Coordinator (712-6481), for filing in the Office of the Clerk & Comptroller.

Section 7. This Resolution shall take effect immediately upon its execution.

12/3/2024

RESOLUTION NO. R-2024-1233

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, TO APPROVE AND ADOPT THE 2024 PALM BEACH COUNTY LOCAL MITIGATION STRATEGY (LMS) PLAN AND PROVIDE AN EFFECTIVE DATE

WHEREAS, Palm Beach County is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to, severe weather, hazardous material incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents; as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats; and

WHEREAS, the Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, the Disaster Mitigation Act of 2000, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, requires such governments to have Federal Emergency Management Agency approved hazard mitigation plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, Palm Beach County's Local Mitigation Strategy, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, developed the Palm Beach County Local Mitigation Strategy; and

WHEREAS, the 2024 Local Mitigation Strategy has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency subject to adoption by the Palm Beach County Board of County Commissioners; and

WHEREAS, a Multi-jurisdictional Program for Public Information has been included in Appendix O of the Local Mitigation Strategy to satisfy the floodplain management requirements of the County and its participating municipalities Community Rating System (CRS Activity 330);

WHEREAS, the Local Mitigation Strategy Steering Committee recommends the formal adoption of the 2024 Local Mitigation Strategy, including planned future enhancements described therein, by the County and all participating municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.
2. The Board of County Commissioners of Palm Beach County hereby approves and adopts the 2024 Local Mitigation Strategy (attached hereto as Exhibit A) in its entirety as by the Local Mitigation Strategy Steering Committee and approved by the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management, and the Federal Emergency Management Agency.

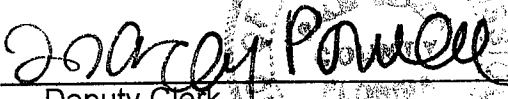
3. The Board of County Commissioners of Palm Beach County authorizes the appropriate Palm Beach County officials to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the Local Mitigation Strategy, and upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies set out by the Local Mitigation Strategy.
4. Palm Beach County will continue to support and participate in the Local Mitigation Strategy planning and implementation process as required by the Federal Emergency Management Agency, the Florida Division of Emergency Management, and the Palm Beach County Local Mitigation Strategy Steering Committee.
5. The Board of County Commissioners of Palm Beach County will consider incorporating climate change concerns, sea level rise, and natural hazards into the local comprehensive plan and into future reviews of flood prevention regulations and zoning codes.
6. The Board of County Commissioners of Palm Beach County directs that executed originals of this resolution and the adoption resolutions of all participating municipalities be held on file in the Office of the Clerk & Comptroller.
7. This Resolution shall become effective immediately upon passage.

This Resolution shall be effective immediately upon adoption of the Board. The foregoing Resolution was offered by Commissioner Bernard who moved its adoption. The motion was seconded by Commissioner, Weiss and upon being put to a vote, the vote was as follows:

District 5:	Commissioner Maria Sachs, Mayor	___ Aye
District 1:	Commissioner Maria G. Marino, Vice Mayor	___ Absent
District 2:	Commissioner Gregg K. Weiss	___ Aye
District 3:	Commissioner Michael A. Barnett	___ Aye
District 4:	Commissioner Marci Woodward	___ Aye
District 6:	Commissioner Sara Baxter	___ Aye
District 7:	Commissioner Mack Bernard	___ Aye

The Mayor thereupon declared the Resolution duly passed and adopted this 17 day of Sept 2024.

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
JOSEPH ABRUZZO, CLERK & COMPTROLLER

By: 
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

LMS2024 – Summary of Changes

The Local Mitigation Strategy

The purpose of the Local Mitigation Strategy (LMS) is to develop and execute an ongoing methodology for reducing a community's vulnerability to identified natural, technological, and human-caused hazards. The strategy provides a rational, managed basis for considering, and prioritizing hazard-specific mitigation options and for developing and executing sound, cost-effective mitigation projects. The LMS provides a basis for justifying the solicitation and use of local, state, federal, and other funding sources to support hazard mitigation projects and initiatives.

LMS2024 – Why Do We Have A LMS?

- We have the LMS in accordance with the Disaster Mitigation Act of 2000 and Title 44 of the Code of Federal Regulations.
- It allows communities to identify hazards and prioritize unfunded projects to mitigate those hazards when funding becomes available from local, state, and federal sources.
- It is required in order to receive Pre-Disaster Mitigation (PDM), Hazard Mitigation Grant Program (HMGP), and Flood Mitigation Assistance (FMA) funding from the Federal Emergency Management Agency (FEMA) before and after a disaster strikes.
- It puts local communities in control of projects and funding priorities.

LMS2024 – What has Changed Since 2019?

- Reorganizations
 - Hazard identifications and vulnerabilities
 - Consolidated into one complete profile per hazard
- Section 1 – Planning Process
 - Governance
 - Committees
 - LMS Standing Committees
 - Community Rating System (CRS) & Cooperating Committees
 - **Updates**
 - [Table 1.1 Municipalities Participating in LMS – created and added](#)
 - [Figure 1.2 LMS2024 Timeline for PBC created, adopted, and added](#)
- Section 2 – Hazard Identification & Vulnerability Assessment
 - THIRA
 - Historical Events
 - **Updates**
 - [Added brief Climate Change narrative](#)
 - [Added Harmful Algal Bloom as a hazard](#)
 - [Added historical events from 2020 to present](#)

- Removed historical events 10 years or older unless their impact was significant
 - Hazards in subsections 2.1 (Hazard Identification) and 2.2 (Vulnerability Assessment) brought into chronological alignment (also Appendix A)
 - Appendix A vulnerability charts added to Section 2.2.
 - Appendix A Consequence Analyses add to corresponding sections
- Section 2B – Vulnerability of Residential & Commercial Properties
 - **Updates**
 - Residential
 - Table 2B. 1: Summary Table of Property – Palm Beach County Property Appraiser’s Office
 - Table 2B. 2: Residential Structures by Exterior Wall Type in PBC
 - Commercial
 - Table 2B. 3: Palm Beach County Property Appraiser Commercial Parcels, Buildings, and Reconstruction Costs
 - Narrative edited for continuity
- Section 3 – Mitigation Strategy
 - **Updates**
 - 3.1.2 State
 - Goals updated to coincide with Florida State Hazard Mitigation Plan (SHMP) 2023
 - 3.1.3.2 South Florida Water Management District (SFWMD)
 - Information updated by SFWMD personnel
 - Table 3.1 PBC Population Estimates as of April 1, 2022
 - Table 3.3 Summary of Repetitive Loss Properties by Local Government and Community Rating System (CRS) (2023)
 - Added subsection 3.4 LMS Action Plan – CRS credit
 - Municipalities’ capabilities grid
- Section 4 – Procedures
 - Project Prioritization Methodology
 - **Updates**
 - Formal Benefit/Cost Analysis (Ratio) not required for projects under \$1 million, detailed narrative added
 - Fourth (4th) Tie-Break question added
 - Moved to Question #1 to break ties
- Appendices
 - Appendix A
 - **Updates**
 - Tables brought into chronological alignment with subsections 2.1 (Hazard Identification) and 2.2 (Vulnerability Assessment)

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 - Narrative
 - Exhibits
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 - Fall 2023 Prioritized Project List
 - Juno Beach completed project
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 - New NFIP and Policies and Claims report from FEMA
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TOWN OF JUPITER
Utility Bill and Late Notice Printing and Mailing Services (W2504) Contract



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 134-24, Approving a contract to InfoSend, Inc. for Utility Bill and Late Notice Printing and Mailing Services (W2504) for an amount of \$371,211

EXECUTIVE SUMMARY

Resolution 134-24 provides for the award of a contract to InfoSend, Inc. of Anaheim, California for Professional Utility Bill and Late Notice Printing and Mailing Services (W2504), for an estimated amount of \$371,211 for the initial 19-month contract term. The contract contains provisions for renewal for up to three successive one-year terms by change order and mutual consent by both parties.

Pursuant to the Town's Procurement Policy, a Request for Proposals (RFP) was publicly advertised on September 29, 2024. The Statement of Work included specifications for printing and mailing services required by the Town to effectively print and mail approximately 23,000 utility bills and 2,700 late notices plus inserts (such as Water Quality Report, Town Times, Hurricane Guide, etc.), annual backflow notices, and postage. On October 24, 2024, three (3) proposals were received and publicly opened.

Five Selection Committee members, approved by the Town Manager, reviewed and evaluated the proposals individually in accordance with evaluation criteria outlined in the RFP and shown in the table below.

Item		Criterion	Maximum Points
Qualifications and Related Experience			
A		Qualifications, ability to meet contract requirements, and capacity	15
B		Experience on similar contracts	10
Strength of Proposal: Approach, Schedule, and Reporting/Invoicing			
C		Project approach and implementation schedule	15
D		Reporting and invoicing	15
Redundancy and QA & QC Plans			
E		Plans for redundancy, emergency, and Quality Assurance (QA) & Quality Control (QC)	15

Support Documentation			
F		Required forms, documents, Licenses and Certifications	5
References			
G		Reference feedback	5
Cost Data			
H		Price Proposal and Fee Schedule	20
Total Maximum Points			100

On November 6, 2024, a public Selection Committee meeting was held to disclose scores and rank the proposals. InfoSend was ranked by the Selection Committee as the most qualified and responsive respondent to the RFP, with a total score of 473 out of 500. The Selection Committee meeting minutes with the score and ranking summary are provided as an attachment to this document. InfoSend's proposal was comprehensive and highlighted their extensive experience with over 650 utility clients nationwide, positive client feedback, clear reporting and invoicing practices, a Florida-based production facility with four additional production facilities across the region providing business continuity, operational capacity and competitive pricing. InfoSend is the current printing and mailing services provider for the Town and has been satisfactorily meeting the Town's needs, providing this service since 2019.

A comparison of Infosend's bid unit pricing in response to the recent RFP and their existing contract unit pricing is provided in the table below. InfoSend's estimated annual cost for the proposed contract is \$4,787 or 2.3% higher than what the Town paid in FY2024 for the same services, not including backflow notices and backflow associated postage, which is a new service in the proposed contract. InfoSend's cost is \$3,162 or 1.4% higher than the estimated annual cost of the other respondent to the RFP.

	Unit Pricing				Estimated Annual Cost						Total
	Bills	Notices	Inserts	Backflow	Bills	Notices	Postage	Inserts	Backflow	Misc Fees	
Existing (12 months)	\$ 0.11129	\$ 0.11129	\$ 0.00756		\$30,716	\$ 3,606	\$ 168,695	\$ 2,533		\$ 7,060	\$212,610
New (7 months)	\$ 0.1140	\$ 0.1140	\$ 0.0100	\$0.0970	\$18,354	\$ 2,155	\$ 108,052	\$ 1,499	\$ 2,009	\$ 4,693	\$136,762
New (12 months)	\$ 0.1140	\$ 0.1140	\$ 0.0100	\$0.0970	\$31,464	\$ 3,694	\$ 185,233	\$ 2,570	\$ 3,444	\$ 8,044	\$234,449
19 Month Total:					\$49,818	\$ 5,848	\$ 293,285	\$ 4,069	\$ 5,454	\$ 12,737	\$371,211

Postage costs are estimated based on existing United States Postal Service (USPS) rates. The cost of postage is outside the vendor and the Town's purview or control. As such, postage is a pass-through cost and the vendor will automatically qualify the Town for the lowest possible rate. The proposed contract contains renewal provisions for up to three individual and successive one-year terms by written change order, upon mutual consent by both parties. The initial contract term is 19 months. Therefore, the total possible contract duration with renewals is four consecutive years and seven months. No fee increases will be permitted during the initial contract term, except for postage rate increases as set forth by the USPS, if they occur. The proposed contract contains provisions for price adjustment with annual renewals, based on the Consumer Price Index for All Urban Consumers (CPI-U), not to exceed 5%.

The Town's current contract for these services expires on February 28, 2025. If awarded this contract, InfoSend's new contract will begin March 1, 2025.

Funds for these services are allocated annually in the fiscal year (FY) Water and Stormwater Enterprise Operating Budgets and the General Fund Operating Budget. Appropriated funding for FY2025 is sufficient to award this contract to InfoSend as shown in the Funding Table below.

The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

A review of InfoSend, Inc.'s proposal submitted on October 24, 2024, for Professional Utility Bill and Late Notice Printing and Mailing Services (W2504) by the Town's Selection Committee concluded that InfoSend is the most responsive and qualified respondent to the RFP. The estimated cost for the initial 19-month contract term is \$371,211, based on unit pricing submitted with InfoSend's proposal. The proposed contract contains provisions for up to three individual and consecutive one-year renewals by written change order. Unit pricing for the first term of the contract is fixed, while subsequent annual renewals, if pursued, will be subject to price adjustment based on the CPI-U, not to exceed 5%.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Resolution 134-24
2. W2504 Selection Committee Meeting Minutes
3. InfoSend Inc.'s Proposal
4. W2504 Agreement (Contract) between the Town and InfoSend, Inc.

FUNDING SOURCE

Approved in Budget	\$ 88,176 \$ 95,122 \$ 37,257 \$ 11,896 \$151,296 \$ 23,160 <u>\$ 47,162</u> \$454,069	Sources: FY2025 Water Operating Budget (Acct. 40050033-534000) FY2025 Water Postage (Acct. 40050033-542000) FY2025 Stormwater Operating Budget (Acct. 41050038-534000) FY2025 Stormwater Postage (Acct. 41050038-542000) FY2025 Water Field Operating Budget (Acct. 40050233-534000) FY2025 General Fund (Acct. 00190019-534000) <u>FY2025 General Fund Postage (Acct. 00190019-542000)</u> Total FY2025 Available Budget
Additional Funding Requested	N/A	Sources:

Funding for FY2026 and subsequent contract renewals is contingent upon appropriation in fiscal year operating budgets.

For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 134-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR UTILITY BILL AND LATE NOTICE PRINTING AND MAILING SERVICES (W2504) WITH INFOSEND, INC.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town solicited proposals from qualified firms for utility bill and late notice printing and mailing services; and

WHEREAS, pursuant to the process established by the request for proposals (RFP), InfoSend, Inc. was evaluated by the Selection Committee to be the most qualified and responsive firm to provide the utility bill and late notice printing and mailing services to the Town as required by the contract; and

WHEREAS, evaluation of InfoSend's proposal for Utility Bill and Late Notice Printing and Mailing Services (W2504) submitted on November 6, 2024, found it acceptable for award of the contract, and

WHEREAS, the estimated cost for the initial 19-month contract term based on InfoSend's unit prices and current United States Postal Service (USPS) postage costs is \$371,211; and

WHEREAS, the Town budgets funds for utility bill and late notice printing and mailing services in the fiscal year (FY) Operating Budgets for the Water Enterprise

Fund, Stormwater Enterprise Fund, and General Fund, and funds are appropriated and available for FY2025 and will continue to be budgeted in subsequent fiscal years.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The contract between the Town of Jupiter and InfoSend, Inc. is hereby accepted and the Mayor is authorized and directed to execute the contract on behalf of the Town.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, InfoSend, Inc. shall be responsible for carrying out all responsibilities established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

12/3/2024



UTILITIES

REQUEST FOR PROPOSALS UTILITY BILL AND LATE NOTICE PRINTING AND MAILING SERVICES (W2504)

SELECTION COMMITTEE PUBLIC MEETING MINUTES November 6, 2024 1:00 PM

LOCATION:

Utilities Administration Conference Room
Jupiter Water Treatment Facility
17403 Central Boulevard, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Brittany George, Utilities Business Administrator (Selection Committee Chair)
Amanda Barnes, Director of Utilities
Travis Sanders, Customer Service & Billing Manager
Ryan Sancilio, Billing & Meter Operations Supervisor
Shawn Reed, Director of Community Relations

OTHER ATTENDEES:

No other attendees were present.

DISCUSSION

- I. The Selection Committee Meeting convened at 1:02 pm.
- II. The Committee Chair introduced the committee.
- III. The Chair stated that Selection Committee members were instructed to use the criteria noted in the Request for Proposal (RFP W2504) to rank the proposals.
- IV. The Chair asked if all scoring was complete. The Committee indicated scoring was complete and members signed their score sheets.
- V. The Chair passed around single summary sheet containing the list of the professional organizations that submitted proposals. Each member recorded their scores and rankings on the single summary sheet.
- VI. The Chair summed up the rankings for each professional organization from all the Selection Committee members. Another Selection Committee member reviewed the summary sheet for accuracy.

- VII. The Committee discussed their scoring and ranking of the proposals.
- VIII. Upon reviewing the summed-up Selection Committee rankings, the lowest combined ranking was InfoSend, Inc.; the second-lowest combined ranking was Arista Information Systems; the third-lowest ranking was OneSource. InfoSend, Inc. was deemed the most qualified professional organization to provide utility bill and late notice printing and mailing services to the Town of Jupiter for this Request for Proposals (RFP).
- IX. In the event a Contract is not executed, the organizations will be short listed in order of the combined ranking and the Town will have the right to move on to the next most qualified organization.
- X. The Selection Committee Meeting adjourned at 1:24 pm.

cc: W2504 Selection Committee Meeting File
Meeting Attendees

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS UTILITY BILL AND LATE NOTICE PRINTING AND MAILING SERVICES (W2504)

SELECTION COMMITTEE MEETING SIGN-IN SHEET November 6, 2024 at 1:00 PM

	Name	Agency	Phone Number	Email Address
1	Brittany George <i>BT</i>	Town of Jupiter	561-741-2261	brittanyg@jupiter.fl.us
2	Amanda Z. Barnes <i>B</i>	Town of Jupiter	561-741-2537	amandab@jupiter.fl.us
3	Travis Sanders <i>TS</i>	Town of Jupiter	561-741-2264	traviss@jupiter.fl.us
4	Ryan Sancilio <i>RS</i>	Town of Jupiter	561-741-2271	ryans@jupiter.fl.us
5	Shawn Reed <i>USR</i>	Town of Jupiter	561-741-2347	michaelr@jupiter.fl.us
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REQUEST FOR PROPOSAL
UTILITY BILL AND LATE NOTICE PRINTING AND MAILING SERVICES (W2504)
Summary of Evaluation Results

RESPONDENT	AMANDA BARNES		BRITTANY GEORGE		RYAN SANCILIO		SHAWN REED		TRAVIS SANDERS		SUM
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score
InfoSend, Inc.	97	1	97	1	97	1	87	2	95	1	473
Arista Information Systems	93	2	89	2	96	2	90	1	75	2	443
OneSource (Proposal was non-responsive to the RFP requirements)											

* Highest score receives lowest rank

SUMMARY	
Rank	Respondent
1	InfoSend, Inc.
2	Arista Information Systems
3	OneSource (Proposal was non-responsive to the RFP requirements)



An Innovative Outsourcing Partner

InfoSend, Inc. Response to:

Town of Jupiter, FL UTILITY BILL AND LATE NOTICE PRINTING AND MAILING SERVICES (W2504)

Due: October 24, 2024

Time: 02:00 PM EST

Prepared for: Town Clerk
Town of Jupiter

Provided by: Marty Bielecki
Sales Executive
marty.b@infosend.com
Office: 714.993.2690
Mobile: 239.247.4419

Anaheim, CA | Downers Grove, IL | Carrollton, TX | Fort Myers, FL | Haverhill, MA

800.955.9330 | infosend.com

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Re: Utility Bill and Late Notice Printing and Mailing Services (W2504)

To the Review Team:

InfoSend, Inc. is pleased to present this response to the Town of Jupiter, FL. InfoSend, Inc., founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Communications Management (CCM) platform while still maintaining a client-focused company culture. Now delivering more than 250 print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate.

InfoSend has never been purchased by or taken funding from a Private Equity or Venture Capital firm. InfoSend's initial startup capital was provided by its CEO and all growth since that point has been funded by using bank loans and the company's own profits. This continuity of ownership has provided our clients with a stable partner because the company's priorities never change. Our primary mission is to provide high quality service and support that leads to long term relationships with our clients. Many firms in our industry purchase market share by offering services at or slightly above cost only to later sell the company to an investment firm. InfoSend has taken the opposite approach by bidding attractive yet sustainable fees in exchange for high quality services with a low risk of ownership changes and the service degradations that often result from those changes when new owners slash costs to create a return on their investment.

InfoSend provides a comprehensive outsourced bill printing, mailing, and eBilling/payments setup to over 800 clients nationwide. InfoSend's team is confident that our offering and benefits presented herein will provide The Town of Jupiter, FL and its customers with the greatest value in the market today. InfoSend meets or exceeds the requirements specified in the scope of work, and additional to quoting services pertaining to the requirements we have also included supplemental information about our processing setup, data security, and bill print/mail solution. We propose to provide the Town's print and mail services from our InfoSend Florida facility without the use of subcontractors for any portion of the production, including disaster recovery. InfoSend has five production facilities strategically positioned across the country and has provided detail on each location in this response document.

Key Advantages of InfoSend

- Company culture prioritizes client satisfaction, leading to **industry best client retention and satisfaction rate**.
- **Over 220 across multiple states**, with high employee retention ensuring clients are handled with consistent knowledge and care.
- **Local Florida service** with a primary production facility located in Fort Myers, Florida.
- Wholly owned and operated out of **5 regional production facilities**. We never use subcontractors to sub excess printing volume out to other vendors.
- **Town of Jupiter is an existing client** which makes InfoSend the least risk option in vendor selection. There is no cost associated or time delay with implementing a new process or time dedicated to additional staff training.
- Modern Electronic Billing, Payment and Presentment platform, with **PCI-Level 1 certification**, IVR and SMS.
- Specializes in supporting **650+ utility clients** nationwide, out of our 800+ clients.
- InfoSend is experienced in working with Harris CIS and is a **Harris partner**. InfoSend currently supports over 130 clients operating on a Harris platform.
- **26+ years of expertise working with the USPS**, guaranteeing the lowest cost presort and most efficient setup, never marking up postage from USPS rates.
- **Excellent account management tools** and personnel with continued attention to cost savings.
- **No need to order preprinted stock**, due to our full color duplex variable printing capabilities and customer targeted messaging.
- InfoSend is vertically integrated and **manufactures our own #10 outgoing and #9 return envelopes**

- Capacity to handle both **high-volume** and low-volume, specialized print and mailing requests with fast turn-around times.
- PCI DSS Level 1 Compliant and **SOC 2 Type I & II Audited** as well as other regulatory compliance.

Summary

The InfoSend solution is a complete, proven technology practice that includes print/finish/mail services, and an enhanced print and delivery process. InfoSend provides unequalled technical support, based on our proven experience and significant investment in staff and R&D roadmap. We believe that efficiencies can be improved by introducing new thoughts and ideas. We are proud to say that in 28 years we have never had a public agency client discontinue services with InfoSend due to programming, production, quality, customer service, or operational issues. We think that makes us pretty unique in our industry.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in Texas, California, Illinois, Florida and Massachusetts for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

InfoSend is capable and eager to meet the requirements as laid out in this proposal, leveraging our experience and focus on client satisfaction. Further, the commitment to evolving the services ensures that a partnership with InfoSend will help your organization evolve with the continually changing landscape of consumer communication, interaction, and payments.

Thank you for the opportunity.



Russ Rezai
President
Email: russ.r@infosend.com
Office: 714.993.2690 x233



Marty Bielecki
Sales Executive
marty.b@infosend.com
Mobile: 239.247.4419

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, AND CAPACITY:

Proposer shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the contract to the satisfaction of the Town and demonstrate a strong approach to maintaining good communication with Town staff. Proposers shall provide the following:

• **History and Qualifications:** Provide a brief narrative (not exceeding 2 pages) of the corporate history of the firm, including the size and range of activities. Proposer must emphasize its expertise in, and experience with utility bill printing from PDF files, inserting and mailing of bills for a municipal water/stormwater utility, timeliness in meeting schedules and deadlines.

Get to Know InfoSend - A Reliable Partner

InfoSend, founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Engagement solution while still maintaining a client-focused company culture. Now delivering more than 250 print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry-best client retention and satisfaction rate.

- Privately held corporation, founded in 1996 and headquartered in Anaheim, CA.
- Provider of Customer Engagement solutions to distribute critical communications and receive payments from customers across multiple channels.
- Company culture and business practice prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Utilizes a Software as a Service (SaaS) approach.
- Customer Communications Management (CCM) solutions, with secure and owned Print and Mail manufacturing environments in CA, TX, IL, FL and MA.
- Electronic Billing, Payment and Presentment (EBPP) solutions, with paperless billing, web, IVR, SMS and Bank BillPay payments.
- More than 250 million print and electronic documents distributed annually.
- Over 220 employees across multiple states, with high employee retention ensuring clients are handled with knowledge and care.

InfoSend has provided business process outsourcing services since 1996, handling the processing and distribution of over 250 million critical documents annually for industries throughout the United States. Utilizing the most current technology, InfoSend's Customer Engagement platform offers a single source provider to reach customers with effective and timely interactions.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in California, Texas, Illinois, Florida and Massachusetts for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

Integrity is at the core of InfoSend, with a stated goal to retain and provide complete satisfaction for each client. InfoSend has over 220 employees across multiple states, and the company culture has led to high employee retention, affording clients familiarity and quality service. From our internal operations, to how we support our valuable clients, InfoSend's client-focused service has led to an industry-leading client retention and satisfaction rate.

InfoSend's Data Processing, Print & Mail (DPPM) Solutions

InfoSend's Customer Communications Management (CCM) platform allows clients to reach their customers with effective and timely communications across multiple channels. Within the CCM platform is the InfoSend Data Processing, Print and Mail (DPPM) solution, which provides the accurate manufacture and distribution of printed documents from the nationwide InfoSend footprint.

InfoSend, as a single source provider of Customer Communications Management (CCM), offers a cloud-based Data Processing platform that is paired with multiple secure manufacturing environments for printing and mailing critical documents. InfoSend's Data, Processing, Print and Mail (DPPM) solution allows clients to reach their customers with effective and timely communications across multiple channels.

InfoSend's DPPM solution accepts data streams from any system and includes all the tools necessary to submit, approve and track all details of the manufacturing and distribution process, including all aspects of USPS compliance, updates and tracking. The fully redundant data processing platform handles the hosting and distribution of the critical documents, allowing businesses to focus on innovating for their customers.

- Deep experience handling input data streams from a countless variety of systems across many industries.
- Customizable document composition with variable and ad hoc messaging options.
- Multi-channel distribution of documents: USPS, eBilling, Online Hosted Archive, API, FTP, Bank Networks and more.
- Online job tracking, customer service, sample approval and production service level agreement (SLA) detail.
- Print in black, grayscale, black plus one or more spot colors and full variable color.
- Industry-leading Quality Control (QC) process, leveraging the latest technologies to ensure error-free manufacturing.
- Full USPS compliance, postage savings and reporting, including return mail solutions.
- Dedicated support for production and distribution of marketing, informational inserts, postcard and special mailings.
- Partnered solutions: tracked delivery via FedEx, cash payments from retail locations via PayNearMe, Online Banking and more!

InfoSend Direct Communication Service

- **Single Source Production:** InfoSend produced one-time or recurring print runs for special outbound customer communications; avoid juggling vendors and excessive drop shipping costs by producing content with InfoSend.
- **High Quality Output Range:** support for low cost black and white through full color communications on uncoated or glossy paper stock. Communication can be:
- **Online Management & Excellent Customer Service:** dedicated online web request tools and support personnel that provide quotes for any required services, from artwork design through fulfillment.
- **Selective Inserting:** support for inserting materials within existing customer transactional document, with the capability to selectively insert for specific customers based on client criteria.
- **Inline and Electronic Inserting:** support for printing marketing materials on the fly, "inline" with customer transactional billing document, as well as show with electronic images produced by InfoSend, for just-in-time manufacturing and reduced postage costs.
- **Envelope Messaging:** ability to apply special messages that show through windows or directly on the envelope to ensure customer visibility.

InfoSend's Direct Communications Service allows clients to reach their customers with impactful messaging campaigns, leveraging InfoSend's expertise as document production and mailing specialists. With the same emphasis on excellent customer service as InfoSend's core services, InfoSend's Direct Communications (DC) Team provide a comprehensive source to design, develop and send information to your customers in just the right format. The DC Team helps clients avoid juggling vendors and excessive drop shipping costs by producing their content "in house" with InfoSend.

With online tools to request and track production, InfoSend is able to produce an array of communication types, with a range low cost black and white through full color on glossy stock:

- **Buckslips**
- **Postcards**
- **Letters**
- **Flyers**
- **Folded Brochures**
- **Envelope Graphics**

Communications produced by InfoSend leverage InfoSend's Customer Communications Management (CCM) platform to ensure the message is delivered to the right customers on-time and in the desired channels. Communications can be inserted with existing client mailings performed by InfoSend, or printed "inline" with the existing document as an additional page. The communication can also be inserted "selectively", allowing clients to target specific customers.

All mailings and communications can include graphical messaging on the mailed envelope as well, allowing clients to communicate to customers even before the mail pieces is opened.

InfoSend's Electronic Billing, Payment and Presentment (EBPP) Solution

As part of InfoSend's comprehensive, single-source Customer Engagement (CE) platform, InfoSend's Electronic Billing, Payment and Presentment (EBPP) solution allows clients to interact with their customers across multiple channels. Driven by InfoSend's Customer Communications Management (CCM), customer preferences on how and where they'd like to be contacted, with mobile, web, IVR and SMS available.

InfoSend's Electronic Billing, Payment and Presentment (EBPP) Solution Highlights

- **Mobile-Ready Customer Engagement:** all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging extends to the electronic channel.
- **Multi-Channel Payment Collection:** InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- **One-Time and Automatic Payments:** allow customers to quickly make a one time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- **Paperless Bill Notification and Presentment:** notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers via the secure portal.
- **Interactive Voice Response (IVR):** accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- **SMS Text-to-Pay:** enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- **Bank Payments (MasterCard RPPS):** InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- **PCI-Compliant Cloud Based Solution:** electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

InfoSend.com Web Administration

A key component InfoSend's Customer Communications Management (CCM) platform is the full web administration provided to clients on www.infosend.com. The InfoSend website allows clients on a 24/7 basis to upload, view, approve, control messaging on output, as well as interact with InfoSend Client Services.

Secure SaaS Cloud Solution

InfoSend's website is fully hosted at www.infosend.com and does not require clients install any software beyond a modern web browser (Chrome, Firefox, Internet Explorer, Safari, etc). The solution utilizes the latest encryption technology required to ensure communications are unable to be intercepted or accidentally exposed. All sessions occur over HTTPS with TLS encryption, and each client user must be uniquely registered to an email address by an Administrator.

The website provides options to set both user roles and permissions, ensuring only the appropriate level of access is granted to the user at the client organization.

File Submission and Job Tracking:

Clients are able to upload files directly to InfoSend over the HTTPS connection, allowing users to send the input data for InfoSend processing on demand (note: PGP file encryption and secure FTP also available).

All status on the fulfillment of client output is displayed via the online tool: confirmation of receipt, processing status, sample file and approval status (optional), Printing, Quality Control, Mail Prep and Confirmation of distribution. Clients are able to check the "Viewed" box to confirm that the batch was reviewed internally.



Show Filenames - Yes | Job Type - All Types | Only Show Active Jobs - No

Job Code: | Filename: | Search | Clear

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	☐
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	☐
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending	☒

Sample Approval

This optional workflow allows clients to download a sample of the output, with an included Process Summary report of the input/output counts, Inserts to be included, suppressions and a postage estimate. The sample file can contain the entire output or a subset based on client criteria. Upon approval, the sample output is released for production and distribution by InfoSend.



Message Manager

This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Below you will find a list of all messages your company currently has pending:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENTS	Rate Change Notice	HtmlMessage	HTMLBox	2013-01-01	2013-02-28	Active	No	Rates are ...
STATEMENTS	Holiday Schedule	HtmlMessage	HTMLBox	2012-12-01	2012-12-31	Active	No	Please not...
STATEMENTS	Fall Marketing Message	HtmlMessage	HTMLBox	2012-10-01	2012-11-30	Active	No	This fall ...
STATEMENTS	New Community Center	HtmlMessage	HTMLBox	2012-08-01	2012-09-30	Active	No	Visit the ...
STATEMENTS	Revised Business Hours	HtmlMessage	HTMLBox	2012-06-01	2012-07-31	Active	No	Business h...

Add Message For: Please Select Add Message

File Type: STATEMENTS

Message Type: HtmlMessage - HTMLBox

Message Name:

Start Date (YYYY-MM-DD): - -

End Date (YYYY-MM-DD): - -

Accounts + (See Description Above):

Message:

Customers who are signed up for Online BillPay and have elected to go paperless will automatically be entered in a raffle. Enable paperless billing by May 14th to be eligible for the raffle. A customer will be selected at random and will win a \$400 gift card to Best Buy.

Test (Check this if this is a test message that should "NOT" be included on production jobs): ☐

Next

Insert Management

The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference.

Here is a list of the last 50 insert requests made by your organization.

Show All Inserts

Insert Name	Run Date	Request Submitted On	Insert Status	Programs	Insert Type	Details
*** June 2012 EU Today Newsletter	2012-05-25 to 2012-06-25	2012-05-18 16:04:21	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 Electric Dispatch	2012-04-25 to 2012-05-24	2012-04-30 07:27:32	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 EU insert	2012-05-03 to 2012-06-01	2012-04-04 12:05:06	Insert is Approved and Active	INF	InfoSend Produced	View

The Insert Management tool pre-populates forms with the user's information:



Insert Request

The Insert Request is used for scheduling and quoting insert requests. InfoSend requires that an Insert Request be completed for every insert. Please familiarize yourself with our Insert Guidelines Document before requesting your inserts.

Please take a moment to ensure that the contact information below is correct.

[Close](#) [Next >>](#)

Organization Name:	Demo Company
User Name:	Joe Rep
E-mail:	joe@client.com
Title/Department:	Finance
Street Address:	123 Main Street
City:	Sample City
State & Zip Code:	California 92807
Phone Number:	(800) 955-9330
After Hours Contact:	Joe Rep - (800) 955-9330
☐ Same as above	

This tool asks users to input an insert name as well as select the type of insert. InfoSend Produced Inserts will be printed at InfoSend's facility or a local offset printing partner, Drop Shipped inserts must be sent to InfoSend, and Online Billing inserts are electronically presented:



Insert Request

The Insert Request is used for scheduling and quoting insert requests. InfoSend requires that an Insert Request be completed for every insert. Please familiarize yourself with our Insert Guidelines Document before requesting your inserts.

[<< Back](#) [Next >>](#)

Insert Name:	Quarter 2 Update
Insert Type*:	✓ Please Select InfoSend Produced Drop Shipped Online Billing (EBPP Only)

(*) Insert Type

1. **InfoSend Produced:** Printing of the insert will be performed at InfoSend's facility.
2. **Drop Shipped:** Printing of the insert will be performed by either the client or a 3rd party, and will be shipped to InfoSend for insertion.
3. **Online Billing (EBPP Only):** Insert art-work is made available for download by Electronic Billing users.

For InfoSend Produced inserts, users are able to use the automated Insert Management tool to select insert printing specifications. This form also allows users to upload artwork files for review by InfoSend's team:

Insert Name:	Quarter 2 Update
Insert Type*:	InfoSend Produced
Paper:	White (24lb)
Insert Size:	8.5 x 3.66"
Duplex Printing:	☒
Front Print Color:	4 Colors
Back Print Color:	Black Only
Folding Required:	Yes
Cutting Required:	☒
Display with Online Bills:**	☒
Art-work File:***	To help ensure accuracy, please attach a copy of the insert artwork. Choose File Q2 Update.pdf

The tool allows users to designate the job types inserts should be included with, as well as specify the quantity and run dates. InfoSend also enables users to utilize selective inserting. Selective inserting is a dynamic technology that specifies which inserts will be included for certain account types:

Insert Name:	Quarter 2 Update
Insert Type:	InfoSend Produced
Insert With*:	☐ PARKING_CITATIONS (DMO) ☐ PAST DUES (DMP) ☒ STATEMENTS (INF)
Estimated Quantity:	150,000
Run Dates:	Start on Date & run until supply is depleted
Start Date:	08/29/2011 Calendar (mm/dd/yyyy)
If Mail Piece Weight Exceeds 1 Ounce:	Please Contact Us Before Sending
Notes:	
Selective Inserting**:	☐

Clients can also designate insert billing options on the next screen. Once the insert request has been completed, users will receive an email confirmation detailing the request. Users must authorize the confirmation before an insert request is activated.



InfoSend Produced Insert Request

Please provide billing information.

<< Back

Next >>

Insert Name:	Quarter 2 Update
Insert Type:	InfoSend Produced
Billing Options:	☒ Please Choose ☐ Regular Invoice ☐ Separate Invoice, Instructions Below ☐ Third-party Billing, Contact Information Below

Print Image Archive and Mail Tracking

This optional service is a document archiving tool used by client customer service representatives to download PDF copies of any document that InfoSend produces. This web application allows authorized users to query the database by customer name, account number, or up to **three other custom fields**. Clients can also email documents directly to customers from the application.

Clients who purchase the Print Image Archive service then you will automatically get Mail Tracking at no additional cost. The USPS data is provided via the IMB Tracing service, where all qualified mail with an Intelligent Mail Barcode that is scanned at a sort facility is logged. This data provides insight into the estimated delivery time frame of mail to the customer. *Only available with mail sent using 1st Class Postage, and not available in some cases with postcard mailings.*

Example Search and Results:

PIA Viewer 2.0 Search Fields

Search Returned 3 Result(s) - Displaying 1 - 3

[Clear Search Results](#)

Default search is 'Starts with'.

% (Percent symbol): Match 0 or more characters; _ (Underscore): Match any single character

Name: InfoSend

Mail Sequence:

Cy-Rt:

Cyc:

Rte:

CID:

LID:

Address:

Received Date (MM-DD-YY): 06 - 01 - 15 To 09 - 01 - 15

SPCL Status:

Submit Search

First Page

Back Ten Pages

Previous Page

Next Page

Forward Ten Pages

Last Page

<<<

<<

<

>

>>

>>>

Show 25

Records Per Page

Name	Cyc	Rte	CID	LID	Address	Received Date	SPCL	Amount	Mail Sequence	Mailed ZipCode	Mailed Time	Current ZipCode	Current Time	Save	View
INFOSEND, INC	71	7102	0128309000		4240 E LA PALMA AVE	07-14-15		14619.08798081317							
INFOSEND, INC	71	7102	0128309000		4240 E LA PALMA AVE	06-11-15		12628.63766148527	92899	2015-06-13 23:30:15	92899	2015-06-14 22:58:18			
INFOSEND, INC	71	7102	0128309000		4240 E LA PALMA AVE	08-13-15		13956.22824470245	92899	2015-08-15 17:08:47	92899	2015-08-16 19:16:43			

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Support Tracking

This tool allows clients to submit change or support requests directly to InfoSend staff via a secure, transparent ticketing system. Clients are able to include file attachment securely, and receive responses from InfoSend staff. The tool allows multiple client contacts to collaborate on the request, and email alerts are sent anytime an update has been made by clients or InfoSend. The tool shows historical requests and allows filtration by Issue Category, as well as the Status of Open or Closed.

Contact Client Services

This page allows you to view your inquiries, attachments and correspondence with the InfoSend Client Services team.

Subject:	Question Regarding File We Uploaded	Created By:	Pat Mirjahangir
Status:	Open	Created On:	07/27/16 11:28am
Category:	Data Processing, Print & Mail Service		

Message:

Attachments:

Attach File

Pat Mirjahangir
07/27/16 11:28am
PIA.1.png

Example Message

We had a request regarding the file we uploaded this morning. We would like to cancel this batch and will upload a new file later this morning.

Thank you.

Back

Save

Reporting

InfoSend's standard reporting automatically posts report files to the secure website for client retrieval. The typical standard reports include the Process Summary, Process Confirmation and Address update reports. Clients may choose to download the reports at any time.

Process Confirmations

Process Summary Reports

Address Updates

Monthly Reports

Daily Reports

Manager Reports

reports

Process Confirmation Reports

View and download Process Confirmation Reports.

Process Summary Reports

View and download Process Summary Reports.

Address Update Reports

You may view your ACS/NCOA reports by clicking on the corresponding links.

Monthly Confirmations

View and download Monthly Confirmation Reports.

Daily Confirmations

View and download Daily Confirmation Reports.

Manager Reports

View and download Manager Reports.

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Response to RFP for Town of Jupiter, Florida

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Ability and Capacity:

o Describe the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service.

Services Overview

InfoSend is a client-focused, single-source provider of comprehensive Customer Engagement and Billing solutions.

CCM: Customer Communications Management with a Single Platform

- Multi-Channel Distribution: One data processing platform manages the import and handling of data files. This core system can then output the information to all delivery channels.
- Electronic Communications: the single platform can send Emails, SMS or make Outbound IVR phone calls according to customer preference.
- Secure: Upload data via our secure website, FTP with optional PGP encryption or SFTP into a PCI, HIPAA and SOC audited environment.
- Innovative Document Designs: Document redesign consulting – we create your new document look and feel and then our document composition creates bill images for both printed and paperless bills.
- Customizable Messaging and Business Rules: Create and schedule document messages by customer type or account number, with paper suppression and distribution workflow completely customizable to meet client needs.
- Online Proofing, Job and Mail Tracking: Web-based system to track and view samples of print or eBills before they are sent and monitor the job batch through distribution to the customer.
- Detailed Reporting: A variety of standard reports can be accessed via web portal or emailed to you, including a detailed breakdown comparison of inputs and outputs.
- Archiving and Secure Third-Party API Access: Documents can be stored within an InfoSend archive and may be accessed by clients via an InfoSend portal. InfoSend also has an API available, allowing any vendor the client authorizes to pull customer documents for display.

DPPM: Data Processing, Print, and Mail Service

- Cloud Based Data Processing: Data processing of raw data and print files is done within an InfoSend data center.
- High Speed Digital Printing: Print statements, invoices, letters, postcards, notices or other various documents using laser or inkjet technology: black, grayscale, black plus one or more spot colors and full color printing are all supported.
- USPS Compliance and Automation: USPS compliant postal presorting is used to drive postage to the lowest available rates, leveraging the Full-Service Intelligent Mail Barcode (IMB) workflow.
- Address Reporting and Return Mail: Address reporting for updates and mail returned by the USPS.
- Dynamic Customer Messaging: Automated and ad hoc targeted customer messaging capabilities, with dedicated Direct Communications department for production and distribution of marketing, informational inserts, postcard and special mailings.
- Nationwide Facility Footprint: InfoSend maintains multiple facilities nationwide to strategically reduce the delivery time of critical documents.
- Fast Service Level Agreements (SLA): Quick turn-around of document folding, inserting, presorting and delivery to the USPS with next business day job completion.

EBPP: Electronic Billing, Payment and Presentment

- **Multi-Channel Payment Collection:** InfoSend's payment platform provides customer convenience to pay by web, telephone, SMS, CSR, in-person EMV and bank payments.
- **One-Time and Automatic Payments:** Allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- **Paperless Bill Notification and Presentment:** notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers via the secure portal.
- **Mobile-Ready Customer Engagement:** All products are mobile-compatible out of the box with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.
- **Interactive Voice Response (IVR):** Accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- **SMS Text-to-Pay:** Enrolled customers may opt in to receive text notifications of new bills and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- **Bank Payments (MasterCard RPPS):** InfoSend can collect customer payments made via Online Banking and include them within the remittance file alongside other payment channels, saving the headache of processing these as paper checks.
- **Consolidated Lockbox Reconciliation:** Daily report of all payment channels provided in an easily accessible format.

InfoSend's electronic bill presentment and payment solution provides the front end portal, data processing, document presentment, communications (email, SMS) and IVR services. Our portal is a payment gateway with payment processing services provided by Pace/i3 Verticals. If InfoSend's solution is selected, the City will be required to sign an ACH and credit card processing agreement with i3 Verticals for payment processing services. Merchant statements will be provided by i3 Verticals, with all payment reporting generated by InfoSend.

i3 Verticals is headquartered at 40 Burton Hills Blvd., Suite 415, Nashville, TN 37215.

InfoSend Data Process Flow

InfoSend's Customer Communications Management (CCM) platform is designed to securely and efficiently accept, process and output client data to customers in a reliable and transparent manner. The data flow for InfoSend entails:

1. **Client Input-Data Transfer and Acknowledgement**
2. **Data Processing and Validation**
3. **Document Composition and Sample Approval**
4. **Printing**
5. **Quality Control**
6. **Mailing and Electronic Distribution**
7. **Confirmation and Reporting**

1. Client Input-Data Transfer and Acknowledgement

- **Secure File Upload Options:** On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.
- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- **Multi-File Inputs:** InfoSend's system can be configured to create batches based on multiple source files, as well as wait a predetermined amount of time for more client records to be transferred before beginning the batch processing.
- **Process Confirmation:** Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.

2. Data Processing and Validation

- **File Integrity:** Each of InfoSend's programs is custom made to work with the clients' specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.
- **Data Checks:** InfoSend programs are set up to check for individual data fields and halt if criteria are not met--for example if a date field contains a value older than an acceptable threshold. All data check halts issue a warning and escalation to InfoSend support personnel.

3. Document Composition and Sample Approval

- **Job Batch Creation:** InfoSend's system will take validated input data and begin processing by assigning a unique production Job Code specific to the client input file(s). This Job Code identifies and accompanies the output through InfoSend's processing.
- **Document Layout and Business Logic:** the input data is rendered by the InfoSend application, resulting in the layout defined during the implementation. Any client defined special business logic conditions are applied at this time.
- **USPS & Special Messaging:** During processing, the system will also validate customer mailing addresses, optionally apply National Change of Address (NCOA) updates, and perform record suppression based on client-defined criteria. The system also performs USPS pre-sorting of records, applying the Intelligent Mail Barcode (IMB) and ensuring the records are in the correct order to maximize postal efficiency. Additionally, InfoSend's CCM platform will check the database for any scheduled messages or inserts to be included with the output.
- **Rendered Output and Sample Review:** Once a file has successfully been rendered, clients have the option to review a sample file containing a PDF output of the documents. Sample outputs can contain a percentage of or the complete output and includes a Process Summary report cover page which lists details on the output work to be performed by InfoSend. Clients are provided the option to either reject and resend their data file with corrections or approve the batch. Once files are approved, an email confirmation of the approval is sent, and the output is released to the manufacturing environment for distribution.

4. Printing

- **Job Priority:** Jobs are printed on an as-received basis, with jobs requiring the shortest turnaround time given priority. InfoSend is committed to meeting the agreed upon mail turnaround times for all clients simultaneously and is staffed and equipped accordingly.
- **Operator Controls:** Once a sample file batch has been approved for printing, files are sent to the print production queue. InfoSend's unique Central Print program monitors print jobs in the production department, prohibiting a job from being printed more than once, and provides operator controls including timestamps of printing time and other tracking metrics. InfoSend production staff with appropriate permissions are granted access to queued files.
- **Job Ticket:** A job ticket is attached during processing to each production run. A job ticket contains information such as printing specifications, form type, envelope options, and whether an insert should accompany the file. The job ticket is printed in our production department and remains with a job until it is released to the USPS for mailing.

5. Quality Control

- **Dedicated Workflow and Staffing:** InfoSend's emphasis on quality and customer satisfaction requires a dedicated step and operator role in the process to validate the printed output. This step in the process takes place after printing but before distribution. Each job is thoroughly checked a minimum of 4 times for general alignment, printing, color or mailing address block issues which would result in problematic processing or mailing: before printing, after printing, upon delivery to the QC department and finally upon delivery to the mailing department.
- **Uniquely Tailored QC Program:** InfoSend has an internally developed workflow that provides onscreen prompts to QC personnel, requesting they check for bill specific information (such as customer name, account number, address) on randomly selected pages throughout the batch. These onscreen prompts are customized to the client's data and ensure the integrity of data throughout the batch before releasing for distribution.

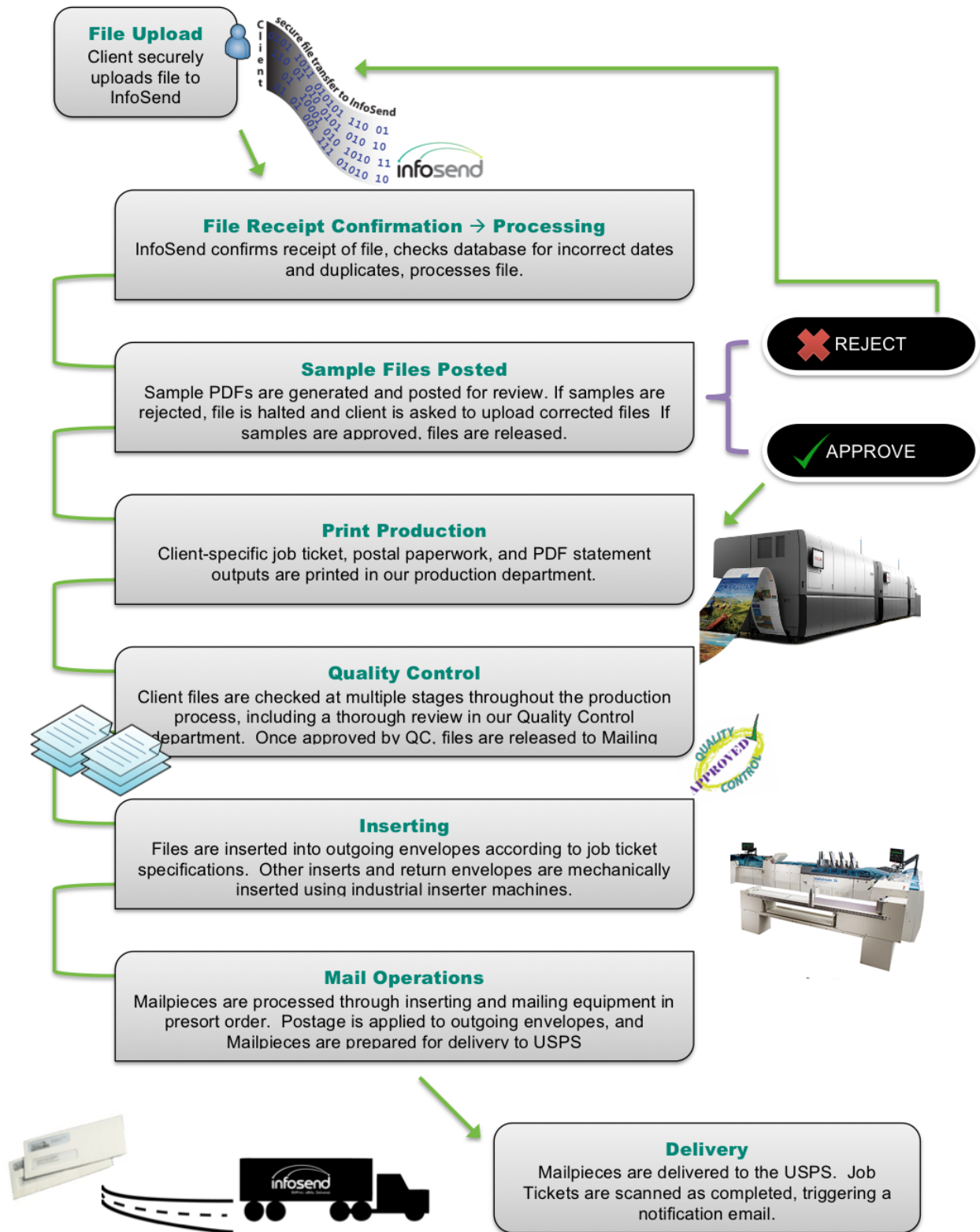
6. Mailing and Electronic Distribution

- **Mailing Department:** once a job has gone through Quality Control, it is released to the printing department for fulfillment. All printed pages are matched to the correct materials per the Job Ticket and inserted into the envelope for mailing. Mail that has been inserted is then delivered to the USPS with the appropriate postal paperwork for the USPS to validate prior to induction. Upon delivery to the USPS, either at the onsite Detached Mail Unit (DMU) or local distribution center, the job batch is scanned as completed by an InfoSend operator.
- **Electronic, Multi-Channel Distribution:** upon completion of the job batch, InfoSend's CCM platform begins the electronic distribution of customer records to the InfoSend archive, hosted eBusiness system, back to the client, or other third party distribution networks.

7. Confirmation and Reporting

- **Process Confirmation:** once InfoSend has completed the distribution of the client job batch, a confirmation receipt is sent to the client with details on the job batch execution. This receipt serves as the final notification regarding the input data received.
- **Reporting:** InfoSend's platform also provides robust reporting back to clients on the output services performed. InfoSend offers detailed address update and suppression reporting, as well as customized, detailed breakdown of the fulfillment.

Data Processing Workflow Diagram:



o Provide a detailed inventory of all facilities, including production and office spaces, outlining each facility's primary purpose, current and future capacity. Additionally, include a description of the equipment within each facility, along with its intended use.

InfoSend Facilities

InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS.

Corporate Headquarters & Western US Production Facility 4240 E. La Palma Ave · Anaheim CA 92807



InfoSend owns and operates its 80,000 sq. ft. headquarters and Western US production facility. This facility sits on a 4.3-acre lot and is one of the premier bill processing centers in California. This facility acts as the primary data center, provides disaster recovery to the other facilities and has a 600KW backup generator that can power the entire facility in the event of a grid failure. InfoSend's Anaheim facility is designated a USPS Detached Mail Unit (DMU) with USPS representatives working on-site. This property also has a separate 25,000 sq. ft. building constructed on campus for additional office and warehouse space.

Midwest & Northeastern US Production Facility 1406 Centre Circle · Downers Grove IL 60515



InfoSend owns and operates a 25,000 sq. ft. Midwest production and disaster recovery facility located In Downers Grove, just west of Chicago, Illinois. This facility is used to process mail for clients located in the Midwest or Northeast, and also serves as an out-of-state disaster recovery facility. The location is designated as a USPS Detached Mail Unit (DMU) with USPS representatives working on-site.

Texas & South Central US Production Facility

1624 W Crosby Road #128 · Carrollton TX 75006



InfoSend's 21,000 sq. ft. Texas Production facility is located near Dallas and is the main production center for clients in the South and the Central US. This facility also provides out-of-state disaster recovery for InfoSend's other locations. InfoSend is currently in the process of negotiating the lease of a larger building to move to that will be over twice the size of this facility.

Florida & Southeastern US Production Facility
13891 Jetport Loop · Fort Myers FL 33912



InfoSend's 13,000 sq. ft. Southeastern production facility is located South of Tampa, FL. This facility is used to process documents for clients located in Florida, the Southeast and up the Eastern Seaboard.

InfoSend Northeast Production Facility
41 Rogers Road
Haverhill, MA 01835



InfoSend Northeast, LLC is an affiliate organization to InfoSend. It is located in Massachusetts and services clients in the Northeastern US of both InfoSend and InfoSend Northeast. InfoSend provides disaster recovery services to InfoSend Northeast.

InfoSend Print and Mail Equipment

InfoSend utilizes a mix of plain black, and full-color printing. The documents destined for mailing are inserted on Intelligent Inserters with Mail Piece integrity that ensures all mail pieces are undamaged and accounted for after insertion in preparation for delivery to the USPS.

Printing Equipment:

- Roll-fed full color (CMYK) inkjet printing is the primary production method.
- Production sheet-fed full color (CMYK) inkjet printing is also utilized
- Sheet-fed full color and monochrome laser printers for small or specialty jobs and reprints.
- Full-color capacity is over 130 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs, and spikes in volume.

Inserting Equipment:

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including “C”, “V”, “Z” and Double “V”, etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

InfoSend Print and Mail Equipment Full Listing (Updated August 2024)

Printers

Type	Printer	QTY	Images per hour (total output if more than 1 machine)
Full Color	Canon Colorstream 6900	1	109,080
Full Color	Canon i300	1	18,000
Full Color	Ricoh Pro VC60000	1	128,820
Full Color	Ricoh Pro VC40000	1	128,820
Full Color	Xerox Rialto 900 MP	2	54,960
Full Color	Ricoh Pro C9100	1	6,600
Monochrome	Ricoh Pro 8320	1	8,160
Full Color	Bluecrest Accellejet	1	42,960
Full Color	Riso GD9630	7	67,200
Full Color	Riso GD9150	1	9,000
Monochrome	Kodak Digimaster HD150	3	27,000

Inkjet Printing Technology

InfoSend operates roll-fed inkjet presses out of multiple facilities to enable true Disaster Recovery capabilities. Transactional documents can be printed using full-color production inkjet technology. Inserts can be digitally pre-printed as well as offset equivalent quality using the latest high-definition inkjet technology.

Maintenance contracts are in place with qualified vendors for all InfoSend equipment involved in the fulfillment of client documents. InfoSend carefully selects vendors and equipment to guarantee production of documents according to the Service Level Agreement (SLA) between InfoSend and its clients.

Inserters

Inserter Type	QTY	Insertions Per Hour (total output if more than 1 machine)
Sensible Technologies/Bell & Howell Intelligent Inserter with Mail Piece Integrity	26	195,000
Pitney Bowes/BlueCrest FPS/Rival Line of Inserters	10	120,000
Pitney Bowes/BlueCrest MPS Line of Inserters	1	15,000
MB Inserters	5	74,000

Envelope Manufacturing

Equipment Type	QTY	Envelopes Manufactured Per Hour
W+D Model 202	1	84,000
W+D Model 102	3	48,000
W+D Model 627	1	54,000

Equipment Ages

Printers:

- Roll fed Inkjet printers - 2 years to 6 years
- Cut sheet inkjet printers - 1 year to 4 years
- Cut sheet laser printers - 2 years to 4 years

Inserters:

- MB Inserters – 2 to 4 years
- Bell & Howell Inserters – 6 years to 12 years
- Pitney Bowes/BlueCrest lines of Inserters – 3 years to 9 years
- Mail Piece Integrity Software – 3 years (recent conversion for upgraded capability)

o Provide a list of similar projects recently completed and currently in process.

FLORIDA PROJECTS	OTHER UTILITY PROJECTS	OTHER UTILITY PROJECTS
• Orange County Utilities, FL • City of Cooper City, Broward FL • Citizens Property Insurance, FL • City of Titusville, FL • City of Lauderhill, Broward FL • City of Palm Coast, FL • City of Coral Springs, Broward FL • Clay County Utilities, FL • City of N. Lauderdale, Broward FL • Florida City Gas, FL • City of St. Augustine, FL • Pensacola Energy, FL • Town of Jupiter, FL • City of Clearwater, FL • City of Tamarac, Broward FL • Keys Energy, FL • Manatee County Utilities, FL • Collier County Utilities, FL • City of Cape Coral, FL • Seacoast Utility Authority, FL • City of Pembroke Pines, Broward FL • Emerald Coast Utility Authority, FL	• City of San Marcos, TX • City of Lowndes, GA • Waterloo Utilities, WI • Oakland County, MI • Independence Light & Power, IA • City of Lodi, WI • County of Hawaii Dept of Water, HI • Glendale Power & Water, CA • City of Fairfield, CA • City of East Orange, NJ • City of Longview, TX • City of Norway, MI • City of Orange, CA • City of Sandy, UT • Santa Clara Water Company, CA • City of Shelby, NC • Two Rivers Municipal Utilities, WI • Maquoketa Municipal Electric, IA • Holland Board of Public Works, MI • City of Hastings, NE • Town of Castle Rock, CO • County of Hartford, MD	• City of Provo, UT • Chester Water Authority, PA • City of Tucson Water, AZ • City of San Bernardino, CA • City of Anaheim, CA • Superior Court of California • Ventura County, CA • City of Joliet, IL • County of Prince William, VA • Lafayette Utility Systems, LA • City of Erie, PA • Cucamonga Valley Water, CA • City of Corona, CA • Clayton County, GA • Mount Pleasant Water Works, SC • City of Florence, SC • Butler County, OH • City of Demorest, GA • Walker County Water, GA • Orangeburg Utilities, SC • City of Flagstaff, AZ • City of Compton, CA

o Identify any sub-vendor(s) that will be involved, including contact information and a description of qualifications.

InfoSend does not and will not use sub-vendors for this contract, and if awarded will continue to be the sole provider of services to the City.

• Proposer's Quality Assurance (QA) and Quality Control (QC): Proposers shall describe their QA and QC as it will relate to the production and mailing of bills and notices to the Town of Jupiter's utility customers. Proposer shall also describe the QA and QC program(s) of any, and all, sub-vendor(s).

InfoSend Quality Control

InfoSend has been in business since 1996, with the founders starting the business with the assertion that comprehensive process controls, quality and customer service can make a difference to organizations sending critical documents. Anyone can process and output a document using standard technology, but to do it well and defect-free requires well-designed technology and controls. InfoSend's strength is in its well-designed tools, procedure, people and culture that demand high volume output with over **99.99966% accuracy**.

InfoSend's document output platform and manufacturing operations have been designed using Six Sigma guidelines for engineering the solution and service. InfoSend strives to achieve stable and predictable results while continually sustaining quality improvements across the entire organization. InfoSend seeks continuous improvement of the business process using the **DMAIC** methodology:

D - Define a problem or improvement opportunity.

M - Measure process performance.

A - Analyze the process to determine the root causes of poor performance; determine whether the process can be improved or should be redesigned.

I - Improve the process by attacking root causes.

C - Control the improved process to hold the gains.

Whenever defects which are not detected and remedied as part of standard procedure, the issue is logged and escalated to a **Quality Assurance Team** which will perform **Root Cause Analysis (RCA)**, perform remediation and present a report to Executive Management.

Quality Control for Data Processing, Print, and Mail

InfoSend's Quality Control for Data Processing, Print and Mail are designed according to the following workflow, ensuring checks and balances throughout the process to eliminate the cause of defects in client output:

1. Client Data Transfer, Format Integrity and Job Code Assignment
2. Document Composition, Address Integrity and Sequencing
3. Print Operator Checks
4. Data/Print Quality Control & Staging
5. Manual Fulfillment
6. Bulk Mail Insertion and Checks
7. Daily SLA Checks

Automated 2D Barcode Accuracy System

InfoSend leverages an automated 2D barcode system, which ensures manufacturing accuracy of client output. Key Components include:

2D Barcode Scanner



2D Barcode System Monitor



Printing

Each document is printed with a unique 2D barcode on the address block, and this barcode is stored in the InfoSend database.

Scanning

A scanner checks every document as they are inserted on InfoSend inserting equipment. The envelope window is scanned and the documents are reconciled in real time with the original document print stream database, ensuring each mail pieces is accounted for.

Reconciling

The 2D barcode monitor provides real-time alerts for any out-of-sequence, missing, duplicate, misread or invalid document discrepancies during production. If a document is missing or jammed, it will be reproduced. The machine operator must signal a supervisor every single time there is an out of sequence error and receive sign-off on the resolution. InfoSend will not mail any batches which have unresolved errors (e.g., missing mail pieces).

• **Redundancy and Emergency Plan: Proposers must describe the company's data redundancy measures and outline the contingency plan for addressing power outages, severe weather events, or other unforeseen adversities that may impact the primary production facility or contract-related work, including any past reliance on this plan, communication methods for issue response, and their approach to ensuring responsiveness and redundancy.**

InfoSend Business Continuity: Risk Mitigation and Disaster Recovery

InfoSend understands the importance of business continuity. InfoSend's organization and systems are designed to ensure risk mitigation and resilient disaster response in the event of unforeseen events. InfoSend uses its multiple, geographically distinct facilities to ensure regional events do not affect InfoSend operations.

Hundreds of clients depend on our platforms and staff to provide business-critical services. Our excellent client retention track record speaks to our system reliability and high-quality processing. While InfoSend has never had to implement a disaster recovery plan in a live environment, a great importance is placed on maintaining and testing a successful disaster recovery strategy. InfoSend's knowledge of a strong disaster recovery strategy comes from testing, consultation with IT experts, and from years of research.

InfoSend's approaches business continuity through:

A. Risk Mitigation

B. Disaster Recovery Plan

A. Risk Mitigation

InfoSend has designed the organization and systems to mitigate various risks that could impact or completely disable national or regional operations. By building resiliency at the local level, InfoSend ensures highly available and secure operations at each facility and system-wide. Risk is mitigated through:

- **Organizational Design**
- **Data Center Design**
- **Data Backup Design**
- **Network Security**
- **Labor Management**
- **Client Material Redundancy**
- **Equipment Mirroring**
- **Facility Mirroring**

Organizational Design

1. **Operations Run Under Capacity:** this ensures that each local facility can endure well above normal interruptions in labor force or fulfillment equipment availability. Employees in critical roles are cross-trained to provide coverage of any specialized work.
2. **Operational and Procedural Documentation:** all systems and practices are documented both for internal training and reference, as well as to meet outside audit requirements in order to maintain compliances such as PCI-DSS Level 1 and HIPAA.
3. **Redundant Communication Lines:** InfoSend's headquarters utilize both wired and wireless lines, with seamless failover should an Internet provider have an outage.
4. **Server Virtualization Used:** InfoSend fully leverages server virtualization technology, ensuring any critical processes can be hardware agnostic and quickly cut over to other available hardware resources in the event of a failure.

5. **Multiple Forms of Data Redundancy:** RAID, SAN, VPN Data Sync and Off-Site Hard Drive Backup. InfoSend utilizes a combination of these methods to ensure real-time accuracy, redundancy and disaster-proof availability of data.
6. **Automated System Alerts and 24/7 Employee Coverage:** InfoSend ensures that all systems are automatically monitored and reported on, with failures triggering emails and text messages to employee phones. Multiple employees are cross-trained in systems engineering and administration for around the clock coverage across all facilities.
7. **Disaster Recovery Plan and Preparedness:** in the event of severe labor interruptions or physical premises becoming incapable of production due to external causes, InfoSend will utilize its Disaster Recovery site to continue operations.

Data Center Design

- Redundant data centers; system architecture uses industry-standard security practices and a multi-layered security approach
- Redundancy for all critical servers, switches, etc. Virtualization used to provide automatic backup and restoration of live operating systems
- Highly scalable; system scales horizontally so that additional processing power can be added quickly. Load balancing for high availability
- Multiple methods of secure data transmission with firewall failover are available to ensure that client data reaches InfoSend securely, quickly, and in whole
- Each InfoSend facility has high speed Internet connections with a minimum of 10mb of bandwidth. Both the primary data center facility (corporate H.Q.) and DR data center use a fiber optic Internet connection from AT&T with a minimum of 100mb of bandwidth. The primary data center also has a backup wireless Internet connection from a different provider.
- UPS systems for battery backup and 600KW backup generator to power data center automatically in the event of grid failure
- Large secure storage array; all network storage uses RAID and SAN technology
- Backup copies of all data files are made before processing; data is backed up to external hard drives, stored in a fireproof safe, and picked up by an enterprise media vaulting service provider
- System and facility capacity and responsiveness are constantly monitored with Icinga protocol; alerts sent to internal systems administration staff when potential issues arise
- The system is scaled to prepare for upcoming volume increases.
- InfoSend's security and compliance procedures ensure infrastructure is constantly improved and evolved.

Data Backup Design

InfoSend utilizes a secure VPN to ensure the primary data center is continually syncing data to the disaster recovery site. Server virtualization technology is also leveraged to ensure applications are hardware agnostic and can be configured and run at any of the InfoSend sites with little to no cutover time. All data is committed to encrypted media backup and routinely taken offsite to a secure location.

Four separate backup methods are in place to protect data and assure systems are fully restored after a disaster of any type:

1. All servers are duplicated at the Disaster Recovery Facility. Data is automatically synced between the main facility and the Disaster Recovery Facility over a secure VPN.
2. Server data is backed up to secure encrypted media that are both stored in fireproof safes and taken off-site routinely.
3. The RAID system is used on all servers to ensure that data remains available in the event of a hard disk failure.
4. Network SAN systems are used that expand upon RAID by duplicating the entire network storage system to a redundant node with its own RAID.

Network Security

- HTTPS encryption on all web server connections, server authentication
- Client authentication for TCP/IP connections
- Firewalls blocking all traffic unless expressly permitted, no direct connections to the LAN
- Only authenticated users of InfoSend's intranet can access the LAN locally or remotely (via the VPN), two-factor authentication required for VPN access
- System attack attempts are monitored and directly reported to system administrators
- Limited access points due to tiered permission levels for InfoSend's CRM system, client data access points, storage drives, and networks. Each access point is guarded by separate firewalls.
- Separation of firewalls and networks in order to isolate production network. Enterprise-class firewalls are used to safeguard data, using a combination of the layer-3, layer-4, and layer-7 security technologies.
- Perimeter network security data/protection. HTTP, FTP, and SFTP networks located within networks behind secured servers
- HTTP, FTP, and SFTP set application protocols and application filtering
- Continuous monitoring of web applications by InfoSend's system administrators, with automated notifications, enable in the case of threat detection or web vulnerability
- Static and dynamic packet filtering
- Scheduled testing of InfoSend's systems
- Meets rigorous audit requirements
- Notifications from McAfee, CERN, etc.
- Data transmission through HTTPS web uploads or FTP/SFTP with PGP encryption
- VPN system hardening
- External third-party security monitoring alerts InfoSend if there is a potential security risk

Labor Management

InfoSend's employees are cross-trained and can manage tasks that span the entire production process. InfoSend employs more production staff than is required to handle spikes in volume and/or employees being unavailable for any reason. At InfoSend's current size and capacity, operations can run normally with the absence of key personnel with no effect on production.

During periods of pandemic-related labor shortages and/or outbreaks, InfoSend has deployed the following strategies:

- Require face coverings in all common areas
- Distance production staff and equipment by at least 6 feet, following social distancing protocols
- Enable remote working arrangements for workers who can perform their duties remotely by providing necessary equipment and secure remote access as needed
- Facility mirroring at InfoSend's 5 nationwide locations allows InfoSend to load balance client production across facilities should a localized shut-down result in sudden impacts

Client Materials Redundancy

- InfoSend's standard envelopes are stored at each facility.
- InfoSend manufactures its own envelopes as well as purchases from suppliers to ensure ample inventory.
- InfoSend's standard forms (including the blank white form with a perforation) are stored at each facility.
- All paper materials required for mail piece production are sourced from American paper mills to avoid global supply chain disruption.
- The custom pre-printed form elements (e.g. logo, statement backer) can also be printed on white paper if a client's custom forms are not available.

Equipment Mirroring

- Intelligent mail inserters (with mail piece integrity) are actively in use at all facilities.
- Each facility uses multiple printing and inserting production lines, each that operate independently of the others in the case of equipment maintenance or downtime.
- InfoSend's Job Tracking application logs where each batch is produced and can redirect individual jobs to other facilities on the fly if needed.

Facility Mirroring

- InfoSend owns and operates facilities in 5 different states: California, Texas, Illinois, Florida and Massachusetts (affiliate). By not relying on third party contracts for DR capacity InfoSend has true Disaster Recovery.
- Large clients can opt to have their jobs split from two facilities on a normal day to day basis. This ensures that DR capabilities are continually tested.
- All facilities utilize inkjet printing onto white paper and stock standard envelopes (see above sections).

B. Disaster Recovery

Should one of InfoSend's facilities operations become partially or fully disabled, then the InfoSend Disaster Recovery (DR) Plan is enacted. The DR Plan requires the following steps be followed:

- 1. Detection:** the InfoSend Emergency Management Team (EMT) is notified and assembled to evaluate the degraded operations.
- 2. Assessment:** an Assessment Checklist is completed to assess and assign a DR Response Level.
- 3. Response/ Facility Failover Checklist:** upon completion of the assessment, InfoSend immediately begins the DR Response Checklist according to the Disaster Level.
- 4. Notification:** notifications are provided both internally to staff and externally to clients according to the Response Level, including details on service impacts and timelines for resolution.
- 5. Recovery:** InfoSend ensures the completion of the DR Checklist and measures to ensure normal operations have resumed.
- 6. Facility Restoration:** repairs begin immediately upon resumption of normal operations, and eventual service restoration to the regional facility is planned.

InfoSend Corporation Disaster Levels and Definitions				
Level	Extent of Damage?	RPO	RTO	Loss of Function
Level 1	• No critical damage to the location • Primary facility and all operations will become accessible in 6-hour timeframe • Limited damage to equipment • Equipment damage could include hardware, software, mechanical and/or electrical • Data and print operations can be continued at the site and repairs started immediately	N/A	2 to 6 hours	None to Minimal

Level 2	• Some damage to the location • Facility is accessible but cannot be fully occupied • Some of the equipment must be replaced • Data and print operations can resume within 4 business days	N/A	6 to 96 hours	Minimal to Moderate
Level 3	• Heavy damage to the location • Facility is inaccessible or completely destroyed • Some or all equipment must be replaced • Data and print operations can be restored within 7 business days	6 to 12 Hours	24 hours +	Moderate to Complete

Maximum Acceptable Outages (MPO) for critical services:

- Provide limited replacement of lost functions within 24 hours
- Recover to normal operation within 7 days

Testing and Documentation

InfoSend's disaster recovery procedures are continuously improved. Documentation is regularly updated as necessitated by new requirements or changes to internal procedure or systems engineering. InfoSend tests the DR Plan annually with executive management review and approval.

• Financial statements: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

InfoSend acknowledges and accepts this requirement.

TAB B – QUALIFICATIONS AND ABILITIES OF PERSONNEL:

Describe the qualifications and experience of the Key personnel responsible for supervising, managing and executing the work for this Contract. The descriptions shall, at minimum, include:

• The professional qualifications and experience for each person; • A summary of staffs' experience on projects similar to that described by this RFP; and • Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company, limit to one page).

Marty Bielecki, Sales Executive - Sales

Mobile: (239) 247-4419

marty.b@infosend.com

- Manage sales and business development for the Town of Jupiter
- Preliminary discovery and proposal response
- Contract development and negotiations
- Provide consultative solutions for prospects and clients

Russ Rezai, President

(714) 993-2690 ext. 233

russ.r@infosend.com

- Responsible for growing the company and improving quality level
- Reports to the Chief Executive Officer
- Leads and guides other executives
- Maintains awareness of both the external and internal competitive landscape, opportunities for expansion, new industry developments and standards.
- Managed sales and business standards

Matt Schmidt, COO

(714) 993-2690 ext. 238

matt.s@infosend.com

- Oversee operations and ensure all departments perform well
- Constantly monitor company growth and scale departments, equipment, and practices to ensure InfoSend maintains and improves its quality of service
- Create new management positions and recruit high-level candidates
- Meet with department managers to facilitate inter-departmental communication and cooperation

Josue Martinez, Vice President of Client Services

(714) 993-2690 ext. 289

josue.m@infosend.com

- Oversee the Account Management team who performs new client implementations and client support
- Ensure that the Client Services team scales and performs as the company grows
- Oversee high-priority projects to ensure they are completed correctly
- Recruit and train Account Management staff
- Work with IT to streamline processes

Vedat Aral, Director of Information Technology

(714) 993-2690 ext. 303

vedat.a@infosend.com

- Manage Research and Development
- Manage the software engineers who work in the R&D department (development of new features and functionality)
- Assist with software engineering

Bob Woods, Senior Account Manager

(800) 955-9330 x267

bob.w@infosend.com

Assist the Client Services Director with the following:

- Overseeing new EBPP client implementations
- Training new Account Managers on how to implement new EBPP clients
- Technical resource for Account Managers

Name	Marty Bielecki
Experience	InfoSend, Inc. Fort Myers, FL (2019 – Present) Sales Executive • Business Development for Data Processing Print Mail (DPPM) & Electronic Bill Presentment and Presentation (EBPP) services and solutions. • 20+ years experience in Healthcare and Utility business process outsourcing • Consult with customers on strategic solutions, best practices and cost saving methods relating to print mail production, electronic billing, and online payments. • Provided consultative solutions for prospects and clients • Analyze legacy workflows, evaluate options, and recommend ways to improve systems • Develop strong relationships, foster partnerships, and create opportunities for growth Southwest Direct, Inc. Fort Myers, FL (2012 – 2019) President Southwest Direct, Inc. Fort Myers, FL (2006 – 2012) VP Business Development Southwest Direct, Inc. Fort Myers, FL (2002 – 2006) Director Business Development
Education	MBA, University of Florida BS, University of Florida

Name	Matt Schmidt
Experience	InfoSend, Inc. Anaheim, CA (2007 – present) Chief Operating Officer • Manages Operations for InfoSend's 4 facilities • Manages Client Services team responsible for all client implementation and support • Works with management team on new product planning, development and support • Works on strategic planning for operations including new technologies and services InfoSend, Inc. Anaheim, CA Director, Client Services • Supervise employees and operations of the Client Services, Quality Control and Direct Communications departments. Provided consultative solutions for prospect and clients. • Develop, monitor and improve client implementation and support procedures. • Coordinate and implement internal cross-functional processes in an environment of continuous improvement. • Work with executive management to develop and evaluate long-term strategies to achieve organizational goals.
Education	MBA - University of California, Irvine BA - California State University, Chico

Name	Josue Martinez
Experience	InfoSend, Inc. Anaheim, CA (2016 – present) Vice President of Client Services • Responsible for all implementation and support services • Oversee Account Management and dedicated support staff • Act as escalation point for InfoSend clients • Design new printed bill formats InfoSend, Inc. Anaheim, CA (2000 – 2016) Senior Project Manager • Managed over 75+ implementations and software conversions • Design new printed bill formats • Work with programming team to streamline processes • Data Processing, printing, Quality Control, and mailing experience.

Education	BA, Business Administration concentrating in Information Systems, California State University Fullerton. Proficient in Website/Forms Design using Following Applications/Languages: HTML, Crystal Reports, Adobe Illustrator, Visual Basic and MS Visual FoxPro
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Name	Bob Woods
Experience	InfoSend, Inc Carrollton, TX (2014-present) Senior Account Manager • Manage new client implementation projects in a variety of verticals • Provide ongoing personal support to clients • Coordinate between clients and internal departments to ensure compliance with best practices and procedures DataProse, Inc Coppell, TX (2011-2014) Strategic Account Manager • Responsible to build relationships and maintain Clientele • Manage internal and external client relationships • Ensure prompt issue resolution, client education and communications. • Responsible for knowing client's business as well as the client's objectives and challenges. CSG Systems, Inc. Coppell, TX (2010-2011) Senior Account Manager • Serves as main contact between CSG and client base of 90 • Works closely with other departments to ensure quality of product, timeliness of delivery and client satisfaction • Plans and manages project timelines, budgets and priorities
Education	MBA Candidate, University of Phoenix BA, Marketing and Management, Long Island University, Long Island, NY

Name	Vedat Aral
Experience	InfoSend, Inc. Anaheim, CA (2004 – present) Chief Technology Officer • Manages research and development • New product and service development and deployment – including Data Processing Print and Mail, and eBusiness Services Gourmet Shuttle Huntington Beach, CA (2002 – 2003) Software Engineer Denge Bilisim Istanbul, Turkey (1994 – 2001) Owner, Software Engineer Halici Bilgi Islem Ankara, Turkey (1991 – 1994) Software Engineer
Education	MFA, Cinema & TV 1997, Marmara University – Istanbul Turkey BS, Computer Science & Engineering 1991, Hacettepe University – Ankara Turkey Proficient in Website/Forms Design using Following Applications/Languages: Mainframe, IBM S/36-AS/400, K-Series COBOL, RPG, Visual Basic, Visual FoxPro, Delphi, C#, ASP.NET SABRE, HDLC, X.25, Mercator, EDIHTML, Crystal Reports, Adobe Illustrator

Name	Russ Rezai
Experience	InfoSend, Inc. Anaheim, CA (2016 – present) President • Responsible for growing the company while improving quality level • Reports to the Chief Executive Officer • Leads and guides other executives • Maintains awareness of both the external and internal competitive landscape, opportunities for expansion, new industry developments and standards • Managed sales and business development InfoSend, Inc. Anaheim then Fullerton, CA (2008 – 2016) Chief Operating Officer • Managed day-to-day operations • Created formal Sales Department by selecting VP of Sales and transitioning sales management to him • Works with each department head to ensure company manages growth properly and scales production and human resource capacity • Regularly meets with VP of Sales, Director of Product Development and Direct of Client Services to ensure that the company's product and service offerings and service quality match business development plans and quality goals • Involved with the creation of the facilities in IL and TX and the selection

and training of the managers for these locations

InfoSend, Inc. Fullerton, CA (2001 - 2008)
VP of Development

- Managed research and development and selected the manager for IT
- Creation of eBusiness Services department
- New product and service development and deployment – including eBusiness Services
- Creation of variable data digital color printing department
- Created the Client Serviced Department and selected the manager for the department
- Managed sales and business development

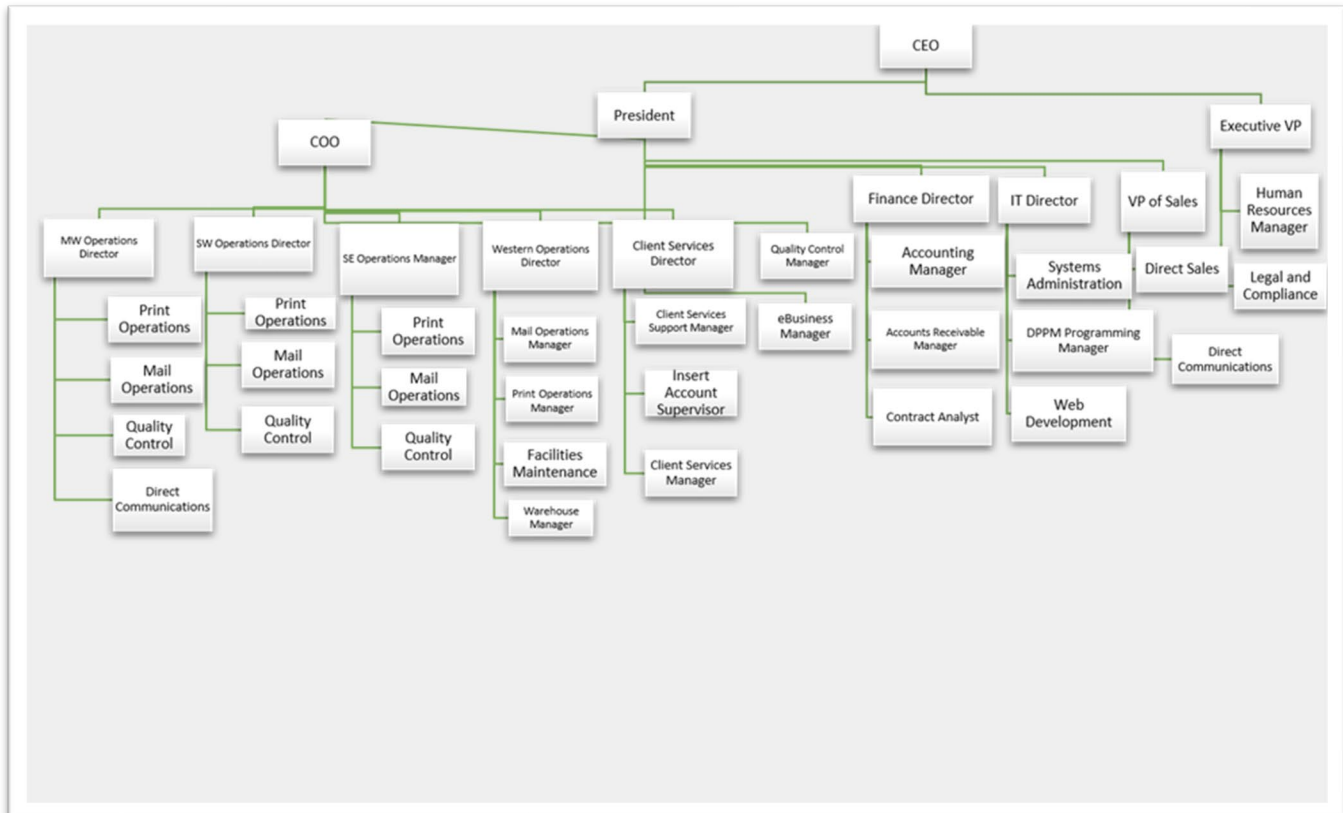
InfoSend, Inc. Anaheim then Fullerton, CA (1996 - 2001)
Company Co-Founder

- Supported in development of new company in 1996
- Laid groundwork for future IT development between 1996 and 1997
- Began research into Electronic Bill Presentment and Payment Services
- Stayed active part-time with company while studying at UC Santa Barbara

Education

BA, 2001 Business Economics - University of California, Santa Barbara

• Company organizational chart



TAB C – PROJECT APPROACH AND IMPLEMENTATION SCHEDULE:

This section of the proposal is intended to detail the Proposer's approach to completing the work required for this Contract and its ability to maintain good communication with Town staff. Provide a detailed schedule showing the overall duration and timeline for the initial set-up for the services required taking into consideration the aforementioned tentative schedule outlined in Article 14 of the General Requirements.

InfoSend Implementation

InfoSend's client-focused service and industry-leading client retention rate starts with a successful implementation. Since 1996 InfoSend has continually refined the implementation process to ensure clients Go-Live occurs expeditiously and without error.

All InfoSend implementations have 4 key phases.

1. **Requirements Gathering**
2. **Application Build**
3. **User Acceptance Testing (UAT), Samples, Parallel Testing, and Training**
4. **Go-Live and Follow Up**

Requirements Gathering

The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with clients while working with all internal InfoSend programming and operations staff, and will chair a recurring (often weekly) implementation meeting with the client's key staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a Statement of Work (SOW) for client approval.

Application Build

Once the SOW is approved, the application undergoes development and configuration. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing.

Samples, Parallel Testing, and Training

During the last phase of the implementation, output and application web access is provided to clients for User Acceptance Testing (UAT). Once the application build is validated and accepted by the client, the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review, simulating go-live. Clients check the web application and output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Any payment related applications are tested to ensure payment deposits are received and reconciled. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The hour-long, web-based training covers:

- File uploads
- Sample review and approval
- Managing document messages and insert requests
- Accessing archived reports
- Managing User Permissions
- Performing research and support for customer activity
- Payment reconciliation (for payment applications)
- Submitting, viewing and closing support requests

Go-Live and Follow Up

Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

InfoSend Data Processing, Print and Mail Project Plan

**** Town of Jupiter is an existing InfoSend client so no implementation is necessary. Sample schedule is listed below ****

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The implementation timeline begins once the contracting phase has been completed and InfoSend has received test files and mockups from the Client. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

This is only a sample 12-week timeline and assumes the Client will be attending weekly meetings and remaining responsive in providing deliverables necessary to complete the project.

Milestone: Requirements Gathering Weeks 1-3		Responsibility
Kick-Off Meeting: Familiarize each party with the project managers assigned to the implementation		InfoSend & Client
Kick-Off Meeting: Review, confirm and discuss the client specifications and requirements		InfoSend & Client
Kick-Off Meeting: Discuss requested formatting changes to client output		InfoSend & Client
Kick-Off Meeting: Begin development of mockups incorporating client feedback		InfoSend
Kick-Off Meeting: Fill out Standardized Client Installation Checklist		InfoSend
Kick-Off Meeting: Begin to discuss data processing details and data mapping in correlation to mockup		InfoSend & Client
Follow Up: Finalize any open items on the Client Installation Checklist		InfoSend
Follow Up: Review mock-ups via online meeting to incorporate Client feedback in real-time		InfoSend & Client
Follow Up: All Client deliverables received and documented, access to web applications		Client
Follow Up: Continue gathering data processing details and developing programming logic		InfoSend

Follow Up: Provide proofs for custom preprinted form and envelope (if applicable)	InfoSend
Finalize: Approve InfoSend document mockups	Client
Finalize: InfoSend will present the Client with a formal Statement of Work (SOW) which captures all requirements for the implementation project and production of outputs.	InfoSend
Finalize: Client reviews SOW and requests changes/clarification on any relevant items.	Client
Finalize: Client approves the SOW, Requirements Gathering complete	Client
Milestone: Application Build Weeks 4-7	
Development: InfoSend Account Manager meets internally with the InfoSend programming team to execute application per the SOW	InfoSend
Development: Application Development Begins	InfoSend
Development: As needed, InfoSend Project Manager verifies additional requirements with Client	InfoSend & Client
Development: Internal Testing and Review of Applications is completed by Project Manager	InfoSend
Development: Internal Development Checklist reaches 100%	InfoSend
Go-Live Planning: Finalize Go-Live schedule, with relevant dates based on Client billing cycle schedule and staff availability for training	InfoSend & Client
Go-Live Planning: Production web application access provisioned	InfoSend
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination Weeks 8-11	
UAT: InfoSend provides first set of samples for review	InfoSend
UAT: Client reviews the output samples and provides feedback to your Account Manager about requested changes	Client
UAT: Client feedback is communicated to InfoSend's development team for incorporation into the outputs	InfoSend
UAT: Begin payment/lockbox/other ancillary testing (if applicable)	InfoSend & Client
UAT: Additional rounds of sample review are conducted for the outputs during weekly meetings	InfoSend & Client
UAT: Final round of changes are conducted for the outputs	InfoSend
UAT Complete: Provide final approval on the outputs	Client
UAT Complete: Provide confirmation of payment/lockbox/other ancillary testing completed	Client
UAT Complete: Review Statement of Work (SOW) during weekly meeting and confirm all requirements met	InfoSend & Client
Training: Conduct training for Client staff on InfoSend systems and application management	InfoSend & Client
Go-Live Coordination: Begin parallel testing of application, including any automation scripts	InfoSend & Client
Go-Live Coordination: Complete parallel testing of application	InfoSend & Client

Go-Live Coordination: Internal Go-Live readiness checklist completed by Project Team and Management	InfoSend
Milestone: Go-Live Week 12	
Go-Live: Receive and process first live file for distribution	InfoSend
Go-Live: Internal "First Live Run" Checklist completed, with review and signatures required from each department manager	InfoSend
Follow Up and Support: continue weekly meetings to cover additional questions or training until client satisfaction	InfoSend & Client

TAB D – INSERTING SPECIFICATIONS:

Provide specifications for the Proposer’s equipment insertion capabilities and limitations in regards to size, shape and thickness of both individual inserts for folding and stuffed envelopes for mailing. Proposer shall specify the minimum number of business days for receiving inserts from the third-party print vendor to include with the utility bills.

InfoSend Print and Mail Equipment

InfoSend utilizes a mix of black and full-color printing. The documents destined for mailing are inserted on Intelligent Inserters with Mail Piece integrity that ensures all mail pieces are undamaged and accounted for after insertion in preparation for delivery to the USPS.

Inserting Equipment:

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including “C”, “V”, “Z” and Double “V”, etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

Maintenance contracts are in place with qualified vendors for all InfoSend equipment involved in the fulfillment of client documents. InfoSend carefully selects vendors and equipment to guarantee production of documents according to the Service Level Agreement (SLA) between InfoSend and its clients.

Inserters

Inserter Type	QTY	Insertions Per Hour (total output if more than 1 machine)
Sensible Technologies/Bell & Howell Intelligent Inserter with Mail Piece Integrity	26	195,000
Pitney Bowes/BlueCrest FPS/Rival Line of Inserters	10	120,000
Pitney Bowes/BlueCrest MPS Line of Inserters	1	15,000
MB Inserters	5	74,000

Envelope Manufacturing

Equipment Type	QTY	Envelopes Manufactured Per Hour
W+D Model 202	1	84,000
W+D Model 102	3	48,000
W+D Model 627	1	54,000

Equipment Ages

Inserters:

- MB Inserters – 2 to 4 years
- Bell & Howell Inserters – 6 years to 12 years
- Pitney Bowes/BlueCrest lines of Inserters – 3 years to 9 years
- Mail Piece Integrity Software – 3 years (recent conversion for upgraded capability)

TAB E – PRODUCTION REPORT TRACKING AND INVOICING:

Proposers should provide comprehensive details on their reporting capabilities and invoicing methods for services related to the printing of bills and late notices, inserts, mailing costs, and any other pertinent items. Provide reporting and invoicing examples.

- **Reporting:** Include samples of daily and monthly reports that can be used to research or reconcile printing and mailing jobs in accordance with the scope of work requirements.

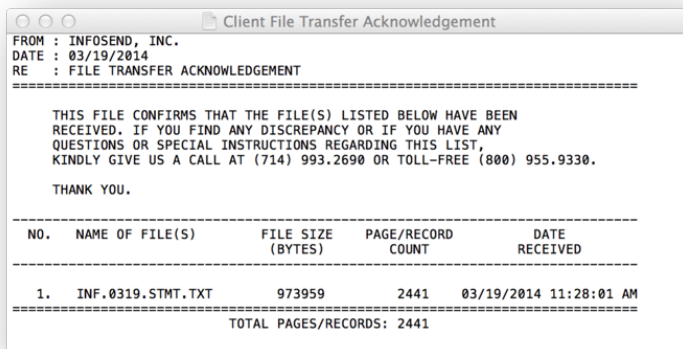
Data Processing, Print and Mail Reporting

InfoSend's Customer Communications Management (CCM) platform provides clients with the necessary reports to reconcile and receive updates throughout the Data Processing, Print and Mail (DPPM) process. InfoSend standard reporting workflow is provided by default, and is able to provide certain reports in a variety of methods including text files, comma delimited files, HTML formatted reports and in some cases, PDFs.

All reports are available either through the InfoSend website and can also be emailed or transmitted via secure FTP. In addition, clients have the capability of assigning internal contacts that have permissions to access/receive reports.

File Transfer Acknowledgement Report

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.



FROM : INFOSEND, INC.				
DATE : 03/19/2014				
RE : FILE TRANSFER ACKNOWLEDGEMENT				
=====				
THIS FILE CONFIRMS THAT THE FILE(S) LISTED BELOW HAVE BEEN RECEIVED. IF YOU FIND ANY DISCREPANCY OR IF YOU HAVE ANY QUESTIONS OR SPECIAL INSTRUCTIONS REGARDING THIS LIST, KINDLY GIVE US A CALL AT (714) 993.2690 OR TOLL-FREE (800) 955.9330.				
THANK YOU.				
=====				
NO.	NAME OF FILE(S)	FILE SIZE (BYTES)	PAGE/RECORD COUNT	DATE RECEIVED
=====				
1.	INF.0319.STMT.TXT	973959	2441	03/19/2014 11:28:01 AM
=====				
TOTAL PAGES/RECORDS: 2441				

Process Summary Report

The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

**Process Summary Report**
Job Code: INF0929A
Report Generated 10:04am September 29, 2013

Data Files

Filename	File Received
INFOSEND_BILLINGDATA_20130929A.TXT	2013-09-29 09:25am
INFOSEND_CYCLEDATA_20130929A.TXT	2013-09-29 09:25am

Document Input

Accounts	First Pages	Total Pages	Batch Amount
12,000	12,000	18,000	\$900,000.00

Print Output

Accounts	First Pages	Total Pages	Amount	Mailpieces	Non-Barcoded Mailpieces	Household Mailpieces	NCOA Updates
11,000	10,000	14,000	\$800,000.00	10,005	77	95	38

Suppressions

Accounts	First Pages	Total Pages	Amount	Name
250	250	250	\$25,000	Undeliverable Address
250	250	250	\$25,000	Client Suppression Rule(s)
250	250	250	\$25,000	eBilling Paperless Suppression
250	250	250	\$25,000	InfoSend Exception Processing

Inserts

Name	Count
N3896 - Online Payment Options	5,460
N3904 - Fall Water Conservation	10,000

Postage Summary

Name	Count	Amount
Presorted Mailpieces	9,000	\$3690.00
Non-Presorted Mailpieces	500	\$220.00
Non-Barcoded Mailpieces	350	\$154.00
Extra Postage (Non-Standard Mailpiece)	150	\$112.50

Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example, addresses that could not be verified for delivery point validation can be listed at the end of this report.

PROCESS CONFIRMATION REPORT

TO : INFOSEND CLIENT

FROM : INFOSEND, INC.
DATE : 03/20/2014
RE : PROCESSING CONFIRMATION REPORT

=====

IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT US AT
(714) 993.2690 OR TOLL-FREE (800) 955.9330. THANK YOU.

=====

NO.	REFERENCE	AMOUNT(\$)	ORIGINAL	SINGLES	MULTIPLES	UAR/SPECIAL	TOTAL
1.	DLY0319A	332950.60	2441	2363	27	0	2390
STATEMENT DATE: 3/19/2014 FROM: DLY.0319.STMT.TXT							
TOTALS =		332950.60	2441	2363	27	0	2390

=====

*** END OF PROCESS CONFIRMATION ***

=====

INFOSEND CLIENT
UNDELIVERABLE ADDRESS REPORT

DATE: 03/20/2014
PAGE: 1

FILENAME: DLY0319A(DLY.0319.STMT.TXT)

NO.	ACCOUNT	ERROR CODE ERROR MESSAGE	AMOUNT
1.	01212460-56 SAMPLE C 101 HALL STREET DALY CITY CA 94015	411 - Mailed out anyway Invalid Primary Number	51.63
2.	19418560-48 SAMPLE CUSTOM 124 BALMOR TERRACE SAN FRANCISCO CA 94112	491 - Mailed out anyway ZIP+4 coded but failed DPV	80.36

Job Tracking Tool

The Job Tracker provides the current status of jobs as it progresses through InfoSend's data processing and print production departments. The Job Tracking tool contains details such as job type, number of component files that are contained within the job, file receipt timestamps, sample files that may be downloaded and the status of printing/quality control/mail preparation. Once a file has been completed for mailing and mail pieces have been released to the USPS a timestamp of file completion confirmation will be provided. InfoSend provides a history of the past 100 jobs that were processed through the system.

Job Tracking

Here is a list of the last 100 jobs submitted by your organization. Jobs with a grey background have been placed on hold. Please contact an InfoSend representative if further details are required.

Show Filenames - ☐ Yes ☒ No | Job Type - All Types | Only Show Active Jobs - ☐ No ☒ Yes

Job Code: | Filename: Search Clear

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending

Address Update Report

Address Updates including NCOALink hits or ACS updates are provided in InfoSend's reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend's clients can automate the process of loading updates into their customer information system.

Address Updates

You may view your ACS/NCOA reports by clicking on the corresponding links.

Date	Jobcode	Viewed
2014-03-20 12:10:45	N_DLY0319A	☐
2014-03-14 16:54:16	N_DLY0313A	☐
2014-03-07 13:06:08	N_DLY0306A	☐
2014-03-04 16:50:55	N_DLY0304A	☐

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	MailSequenc	MailID	JobCode	AccountNum	OAddr1	OAddr2	OCity	OST	OZip	MAddr1	MAddr2	MCity	MSt	MZip	COAType	Reason
2	700003880	107315	INFO307A	000000-01	123 Water St		WOODLAND	CA	91364	123 Water St		Woodland H	CA	91367-4545	NCOA	
3	700004170	107315	INFO307A	000000-02	4240 E La Palma		LOS ANGELE	CA	90011-5518	4240 E La Palma		Los Angeles	CA	90011-3329	NCOA	
4	700004156	107315	INFO307A	000000-03	5454 Main St		LOS ANGELE	CA	90011-3721	5454 Main St		LOS ANGELE	CA	90011-3721	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
5	700004182	107315	INFO307A	000000-04	456 Water St		TORRANCE	CA	90501	456 Water St		TORRANCE	CA	90501	UAA	411:Invalid Primary Number
6	700004080	107315	INFO307A	000000-05	124 Water St		LOS ANGELE	CA	90013	124 Water St		LOS ANGELE	CA	90013	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
7	700004048	107315	INFO307A	000000-06	4241 E La Palma		LONG BEACH	CA	90802	4241 E La Palma		LONG BEACH	CA	90802	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
8	700003938	107315	INFO307A	000000-07	5455 Main St		LOS ANGELE	CA	90007	5455 Main St		LOS ANGELE	CA	90007	RETURN-UAA	V - Vacant
9	700003967	107315	INFO307A	000000-07	5455 Main St		LOS ANGELE	CA	90007	5455 Main St		LOS ANGELE	CA	90007	RETURN-COA	
10																

- **Invoicing:** Submit a sample monthly billing statement intended for invoicing the Town, indicating whether it can be generated in Excel or CSV file format.

InfoSend Invoicing Highlights

- Accurate counts driven by data processing engine, reconciled and controlled for accuracy
- Physical mail and electronic mail invoice options
- Weekly, bi-monthly and monthly invoice schedules available to meet client needs
- Itemized processing option available in Excel, allowing clients to analyze, group and sort as desired

InfoSend Invoicing

InfoSend has devised a client-friendly workflow for producing invoices in a reliable, timely and transparent manner. All data for InfoSend's invoicing is driven by the data processing engine, with accurate software and operational controls to ensure counts are reconciled throughout the process.

InfoSend is capable of providing invoices in formats that fit the needs of the client accounts payable for reconciliation. Invoices can be provided via mail and electronically, as well as on a weekly, bi-monthly or monthly schedule.

A standard client invoice will be provided with an invoice number for reference and includes details of each job batch and output performed by InfoSend that resulted in billable items.



AMOUNT PAID	DATE	INVOICE NO.
	2/29/2018	131263

ATTN:
SAMPLE CUSTOMER
PO BOX 1234
ANAHEIM, CA 92807-1234

TERMS	DUE DATE	P.O #	ACCOUNT #	INVOICE
NET 30	3/19/2018		5320	131263

DATE	DESCRIPTION	QTY	RATE	AMOUNT
2/15/18	ABC1214A : Statement Data Processing/Print/Mail Prep Service	37,303		
	ABC1214A : 8.5 x 11 Form	37,303		
	ABC1214A : # 10 Standard Envelope	37,300		
	ABC1214A : Standard #9 Return Envelope	37,267		
	ABC1214A : Statement Postage (Level-1 Sort) (37,296 Mailpieces)	1		
	ABC1214A : Statement Postage (Non Bar-Coded) (7 Mailpieces)	1		
	ABC1214A : Address Update	16		
	ABC1214A : Print Image Archiving - 12 Months Retention	37,303		
	ABC1214A : CHW/1214STMT.0011.PDF			
THANK YOU FOR YOUR BUSINESS		Total		

For clients that would prefer to work with the invoice data for additional levels of reconciliation, InfoSend also provides a Process Detail Report for all billable items in a CSV format that may be loaded into Excel. This report for the invoice allows clients to group, sum and analyze the itemized billable elements, from documents to postage, as required for their process.

A	B	C	D	E	F	G	H	I
Job Code	Client ID	Cycle ID	Item Description	Pages	Qty	Rate	Total	
1 INF0617A	513	6766	Additional Dynamic Color Printing fee per page	1	139		139	
2 INF0617A	513	6766	NCOA Address Change Service	1	10		10	
3 INF0617A	513	6766	Statement Data Processing/Printing/Mailing Service Fee	1	139		139	
5 INF0617A	513	9313	Additional Dynamic Color Printing fee per page	1	38		38	
6 INF0617A	513	9313	NCOA Address Change Service	1	2		2	
7 INF0617A	513	9313	Statement Data Processing/Printing/Mailing Service Fee	1	38		38	
8 INF0617A	513	11090	Additional Dynamic Color Printing fee per page	1	52		52	
9 INF0617A	513	11090	NCOA Address Change Service	1	2		2	
10 INF0617A	513	11090	Statement Data Processing/Printing/Mailing Service Fee	1	52		52	
11 INF0617A	513	11102	Additional Dynamic Color Printing fee per page	1	103		103	
12 INF0617A	513	11102	DPV Failed/Suppressed	1	1		1	
13 INF0617A	513	11102	NCOA Address Change Service	1	9		9	
14 INF0617A	513	11102	Statement Data Processing/Printing/Mailing Service Fee	1	103		103	
15 INF0617A	513	11133	Additional Dynamic Color Printing fee per page	1	87		87	
16 INF0617A	513	11133	NCOA Address Change Service	1	1		1	

TAB F – PROPOSER’S QUESTIONNAIRE:

Each Proposer (including sub-vendors) is required to complete and submit a Proposer’s Questionnaire which is provided with this RFP.

PROPOSER’S QUALIFICATION STATEMENT FORM (QUESTIONNAIRE)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 22nd day of October, 2024.

InfoSend, Inc.

Name of Organization/Proposer

Submitted by: Marty Bielecki, Sales Executive

Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Individual ☐ Other
2. If a Corporation, answer the following:
 - a) Date of Incorporation: January 17th, 1997
 - b) State of Incorporation: California
 - c) Name of Officers:
President: Russ Rezai
Vice President: Roxana Weil
Secretary: Roxana Weil
Treasurer: Russ Rezai
3. If a Partnership, answer the following:
 - a) Date of Organization: N/A
 - b) General Limited Partnership: N/A
 - c) Name and Address of Each Partner:
N/A

4. Firm's name and main office address, telephone, email address, fax number, or primary contact person for this Proposal:

InfoSend, Inc. ; 4240 E. La Palma Ave. Anaheim, CA 98207

Phone: (800) 955-9330 Email: sales@infosend.com Fax: (714) 993-1306

Marty Bielecki, Sales Executive

5. Firm's previous name (if any) What year(s)

N/A

N/A

6. State the number of years your organization has been in business: 28

7. Describe organization profile, including the size, range of activities, licenses, etc.

Please see proposal for more information.

8. Number of full-time personnel: Please see proposal for more information.

	Current	Maximum	Minimum
a. Managers/Supervisors			
b. Printing Production Staff			
c. Other Staff			
d. Total number of fulltime personnel			

9. What is the experience of the managers and supervisory personnel of your organization who will be working on this Contract? (Add resumes to Tab B)

Name & Title	Years of Experience	% of Time to be Spent on Town Projects	In What Capacity and with Whom
Bob Woods	15	100	Senior Account Manager
Ali Ajami	12	100	Developer - Implementation Team
Josue Martinez	24	10-20	Vice President of Client Services

10. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed

11. Provide an organizational chart identifying the role and description of key personnel proposed. (Attach org chart). Please see proposal for more information.

12. State your firm's commitment to perform in a timely fashion:

Please see proposal for more information.

13. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Key Personnel Name and Title	Current and Projected Workloads
Please see proposal for more information.	

14. Is there a cost associated with mailings under a certain number of mail pieces? If so, what is the minimum quantity per batch? Please see proposal for more information.

15. State your firm’s ability to meet production schedules:

Please see proposal for more information.

16. Describe your Quality Assurance (QA)/quality Control (QC) program as it will relate to the production and mailing of bills and notices to the Town of Jupiter’s utility customers:

Please see proposal for more information.

17. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

Please see proposal for more information.

18. How does your firm address errors in and during printing regarding the customer bill and late notice?

Please see proposal for more information.

19. Identify any sub-vendors(s) that will be involved, including address(s) and a description of qualifications:

Name	Address	Qualifications
N/A	N/A	N/A

20. Outline your firm's contingency plan for dealing with power outages, severe weather events, or any other unforeseen disasters that could impact the primary production facility or work related to this contract. How often have you had to rely on this contingency plan within the last five (5) years?

Please see proposal for more information.

21. Describe your billing process. How are services billed? Provide methods of reconciliation. How do you approach billing corrections required for not being able to reconcile?

Please see proposal for more information.

22. Has the proposer or any principals of the proposer's organization refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract in the last five (5) years? If yes, please explain:

No.

23. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No

If yes, please explain:

24. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

None.

25. List any judgments from lawsuits in the last five (5) years:

None.

26. List any criminal violations and/or convictions of the proposer and/or any of its principals:

None.

27. Is this firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?:

☐ Yes

☒ No

If "Yes" was checked, include a copy of certificate with proposal.

28. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities:

Please see proposal for more information.

Proposer's Questionnaire – Extended Responses

7. Describe organization profile, including the size, range of activities, licenses, etc.

Get to Know InfoSend

InfoSend, founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Engagement solution while still maintaining a client-focused company culture. Now delivering more than 150 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate of 98.5%.

Get to Know InfoSend Highlights

- Privately held corporation, founded in 1996 and headquartered in Anaheim, CA.
- Provider of Customer Engagement solutions to distribute critical communications and receive payments from customers across multiple channels.
- Company culture and business practice prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Utilizes a Software as a Service (SaaS) approach.
- Customer Communications Management (CCM) solutions, with secure and solely owned Print and Mail manufacturing environments in CA, TX, IL, FL and MA.
- Electronic Billing, Payment and Presentment (EBPP) solutions, with paperless billing, web, IVR, SMS and Bank BillPay payments.
- More than 250 million print and electronic documents distributed annually.
- Over 220 employees across multiple states, with high employee retention ensuring clients are handled with knowledge and care.

8. Number of full-time personnel: a. Managers/Supervisors b. Printing Production Staff c. Other Staff d. Total number of full-time personnel

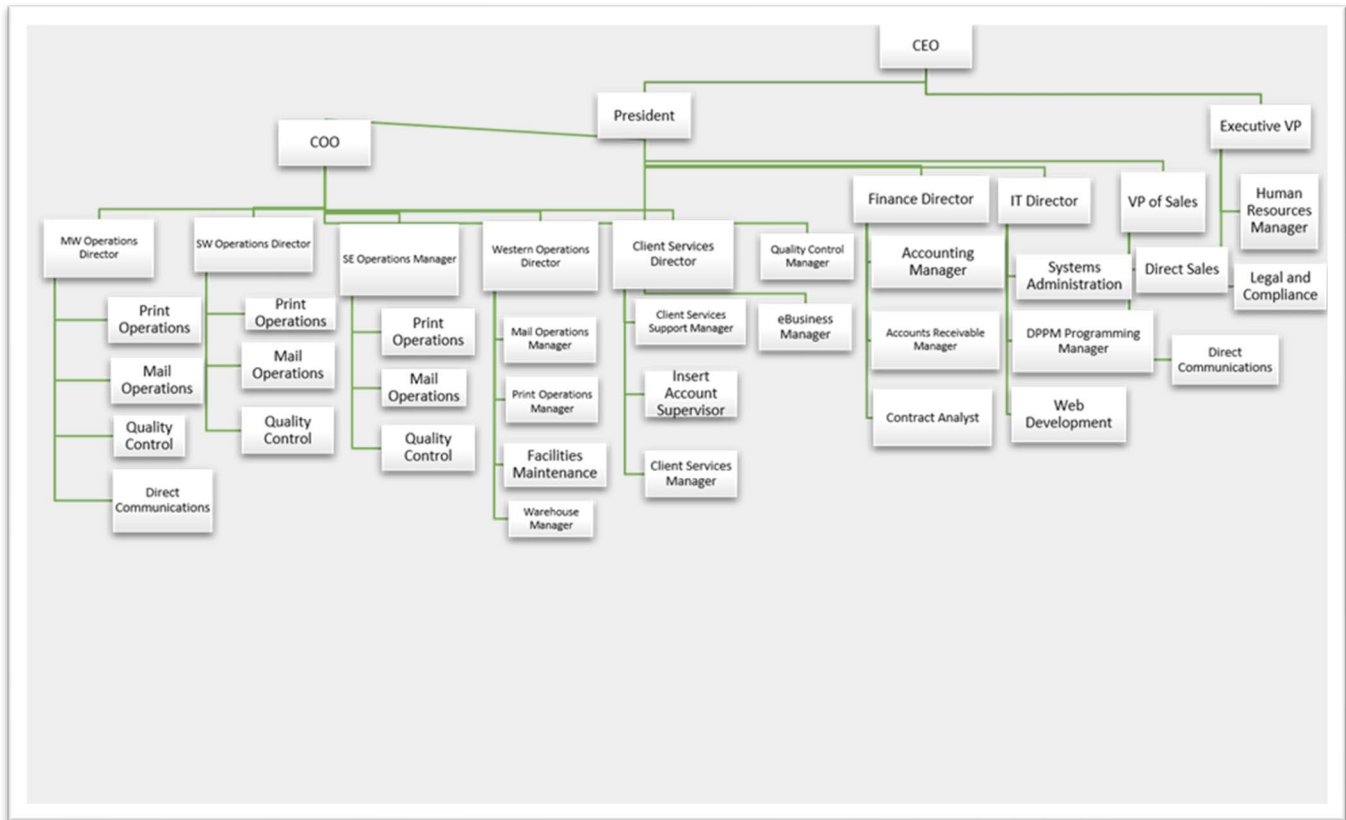
Company Size:

- Total Number of Employees = 225
- Annual Sales = \$41 Million
- What percentage of employees are assigned to the following practice areas:
- Product Development = 2%
- Sales / Administration = 10%
- Professional Services = 20% (additional crossover with Support)
- Support = 11%
- R&D = 2%
- *Production Operations = 55%
- *Mail Services = included in Production

10. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Please see TAB B – Qualifications and Abilities of Personnel and TAB G – References.

11. Provide an organizational chart identifying the role and description of key personnel proposed. (Attach org chart).



12. State your firm's commitment to perform in a timely fashion:

InfoSend strictly adheres to our service level agreements with all of our clients and perform the work indicated in this project, including implementation and requirements for production in the scope of services. InfoSend shares our production status via our client Web interface, for our clients to monitor the progression of their jobs. InfoSend's standard SLA for turnaround time to delivery to USPS is one business day. We will offer the Town of Jupiter, a same day processing and delivery service on a mutually agreed upon time for data receipt and sample approval. We can also simply auto process files if no sample approval file is desired.

13. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Although several people at InfoSend will assist in on-boarding the bill print services project for the Town of Jupiter, including a designated project manager to be assigned, the overall responsibility for Town's complete satisfaction is the Vice President of Client Services (Josue Martinez). Please consider the responsible parties below:

Marty Bielecki, Sales Executive - Sales

Mobile: (239) 247-4419

marty.b@infosend.com

- Manage sales and business development for the Town of Jupiter
- Preliminary discovery and proposal response
- Contract development and negotiations
- Provide consultative solutions for prospects and clients

Russ Rezai, President

(714) 993-2690 ext. 233

russ.r@infosend.com

- Responsible for growing the company and improving quality level
- Reports to the Chief Executive Officer
- Leads and guides other executives
- Maintains awareness of both the external and internal competitive landscape, opportunities for expansion, new industry developments and standards.
- Managed sales and business standards

Matt Schmidt, COO

(714) 993-2690 ext. 238

matt.s@infosend.com

- Oversee operations and ensure all departments perform well
- Constantly monitor company growth and scale departments, equipment, and practices to ensure InfoSend maintains and improves its quality of service
- Create new management positions and recruit high-level candidates
- Meet with department managers to facilitate inter-departmental communication and cooperation

Josue Martinez, Vice President of Client Services

(714) 993-2690 ext. 289

josue.m@infosend.com

- Oversee the Account Management team who performs new client implementations and client support
- Ensure that the Client Services team scales and performs as the company grows
- Oversee high-priority projects to ensure they are completed correctly
- Recruit and train Account Management staff
- Work with IT to streamline processes

Vedat Aral, Director of Information Technology

(714) 993-2690 ext. 303

vedat.a@infosend.com

- Manage Research and Development
- Manage the software engineers who work in the R&D department (development of new features and functionality)
- Assist with software engineering

Bob Woods, Senior Account Manager

(800) 955-9330 x267

bob.w@infosend.com

Assist the Client Services Director with the following:

- Overseeing new EBPP client implementations
- Training new Account Managers on how to implement new EBPP clients
- Technical resource for Account Managers

Please also see TAB B for resumes.

14. Is there a cost associated with mailings under a certain number of mail pieces? If so, what is the minimum quantity per batch?

If a file under 200 records is submitted there is a fee of \$5.00 per batch.

15. State your firm's ability to meet production schedules:

InfoSend has and will be able to produce the projected work in the scope of services under this contract. InfoSend has a strong history of client satisfaction for performance and meeting service level agreements. InfoSend has performed the scope of this project since contracting in 2018. We strictly adhere to our one business day turn and will accommodate next business day processing and delivery to the USPS for the Town of Jupiter.

16. Describe your Quality Assurance (QA)/quality Control (QC) program as it will relate to the production and mailing of bills and notices to the Town of Jupiter's utility customers:

InfoSend Quality Control Highlights

- Company culture demands client satisfaction with over 99.99966% accuracy on an annual output in the tens of millions.
- Systems, personnel, and equipment are organized around well-defined processes that control and report the accuracy of work performed.
- Comprehensive Quality Control (QC) built into Data Processing platform, ensuring client output is verified prior to entering manufacturing environment.
- Unique QC process involving dedicated personnel and procedures executed after printing and before release to mailing department, customized specifically to each client's output during implementation.
- Automated 2D Barcode Accuracy System utilized, providing individual document tracking and alerting to address errors (damaged or missing documents) real-time during fulfillment.
- Dedicated Quality Assurance Team that performs Root Cause Analysis, coordinates remediation and plans continual process improvements.

17. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

InfoSend has developed proprietary processing systems which allow operational efficiency as well as cost savings from packaged and licensed products for our core production. We invest in technology as well as technical staff to allow more operational efficiencies. As a volume producer, InfoSend reaches economies of scale in consumable supply purchases as well. We provide a suite of eServices to not only assist clients with billing communication needs but this also allows us to absorb the reduction of printed material suppressed for electronic presentment. A significant factor is our approach to error mitigation for efficient processing, which in turn, saves money. Additional highlights:

InfoSend will look to contain costs for the Town in a number of different ways, namely:

- InfoSend will remain vigilant in monitoring its own internal processes for optimum efficiency. Continued internal development and process improvement helps us manage costs that could otherwise be exposed to clients.
- InfoSend will provide experienced, accurate and timely support, thus reducing the Town's internal

overhead in managing vendor projects.

- Change management is evaluated fairly for effort and at very fair rates while reducing the Town's internal effort and costs.
- InfoSend utilizes use of our own, in-house, manufactured envelopes supplied at all sites. Cost increase mitigation is achieved with less suppliers.
- InfoSend invests in and currently employs digital printing equipment and finishing equipment that streamlines production, thus reducing costs as well as containing them.
- InfoSend will provide unlimited support to the Town during business hours. This is just part of the service.
- InfoSend provides the Town time saving tools via the Web Administration tools, thus reducing time spent for internal staff.
- InfoSend is expert in the scope to be performed as well as the incumbent vendor. We maintain accuracy, timeliness and workflow that reduced risk to the Town. Reduced risk enjoys cost and time savings!
- As USPS requirements, customer behaviors and client needs evolve, InfoSend will enhance the service offering. InfoSend's dedicated research and development staff stay ahead of the USPS changes and mandates, maintaining close contact with USPS representatives to ensure compliance. In addition, InfoSend's development staff meets routinely to discuss upcoming USPS enhancements, scheduling development far in advance to ensure a seamless transition for clients. And we will pursue all technology opportunities (i.e., Full Service IMB) to ensure the Town realizes the lowest possible postage (The most expensive component).

18. How does your firm address errors in and during printing regarding the customer bill and late notice?

InfoSend has been in business since 1996, with the founders starting the business with the assertion that comprehensive process controls, quality and customer service can make a difference to organizations sending critical documents. Anyone can process and output a document using standard technology, but to do it well and defect-free requires well-designed technology and controls. InfoSend's strength is in its well-designed tools, procedure, people and culture that demand high volume output with over **99.99966% accuracy**.

InfoSend's document output platform and manufacturing operations have been designed using Six Sigma guidelines for engineering the solution and service. InfoSend strives to achieve stable and predictable results while continually sustaining quality improvements across the entire organization. InfoSend seeks continuous improvement of the business process using the **DMAIC** methodology:

D - Define a problem or improvement opportunity.

M - Measure process performance.

A - Analyze the process to determine the root causes of poor performance; determine whether the process can be improved or should be redesigned.

I - Improve the process by attacking root causes.

C - Control the improved process to hold the gains.

Whenever defects which are not detected and remedied as part of standard procedure, the issue is logged and escalated to a **Quality Assurance Team** which will perform **Root Cause Analysis (RCA)**, perform remediation and present a report to Executive Management.

20. Outline your firm's contingency plan for dealing with power outages, severe weather events, or any other unforeseen disasters that could impact the primary production facility or work related to this contract. How often have you had to rely on this contingency plan within the last five (5) years?

InfoSend understands the importance of the critical nature of billing communications and has a Data Security, Disaster Avoidance and Disaster Recovery plan in place. Details of these plans and strategies are detailed in this proposal.

21. Describe your billing process. How are services billed? Provide methods of reconciliation. How do you approach billing corrections required for not being able to reconcile?

InfoSend invoices based on services used and actual postage usage, complying with USPS automated rates. Invoicing will detail billing for processing services and materials. All items can be reconciled with logs/reports provided via email depicting actual counts from production. These reports are also available 24/7/365 via the client portal on infosend.com. InfoSend will take care to manage corrections at our fault per our standard service level agreement.

InfoSend Invoicing Highlights

- Accurate counts driven by data processing engine, reconciled and controlled for accuracy
- Physical mail and electronic mail invoice options
- Weekly, bi-monthly and monthly invoice schedules available to meet client needs
- Itemized processing option available in Excel, allowing clients to analyze, group and sort as desired

28. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities:

InfoSend has been very successful in providing core services and value-added services as it relates to the needs of this project. InfoSend has successfully launched and maintained over 800 clients of which 650+ are like the Town of Jupiter, including the Town of Jupiter in performing the scope of these services. InfoSend is well regarded in the industry and most especially by our clients.

TAB G – REFERENCES:

The proposer shall include the list of at least five (5) references for similar contracts that were sent out on the Reference Check Forms. The Proposer and subconsultant(s) shall complete and submit the top portion of the Reference Check Form and include with this RFP and send the forms to their references. The references shall complete the form and return it to the Town.

Beaufort-Jasper W&S Authority	843.987.9274
6 Snake Road	Linda Tillery, Customer Care Manager
Okatie, SC 29909	lindat@bjwsa.org
• Contracted Since: 2015 • Billing System: Harris-Advanced • Volume: Approximately 55,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail, Print Image Archiving InfoSend currently produces approximately 55,000 bills per month for the Authority, transmitted from its Harris Advanced billing system. InfoSend prints their statements, reminder, and final notices on standard material using highlight color.	

Emerald Coast Utilities Authority, FL	(850) 969-5818
9255 Sturdevant St.	Justin Smith - Finance
Pensacola, FL 32514	justin.smith@ecua.fl.gov
• Contracted Since: 2021 • Billing System: SunGard • Volume: Approximately 165,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail	

City of Palm Coast, FL	386.986.2397
160 Lake Avenue	Christine DiMattina, Sr. Financial Technician
Palm Coast, FL 32164	cdimattina@palmcoastgov.com
• Contracted Since: 2015 • Billing System: Tyler Munis • Volume: Approximately 31k Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail	

Mount Pleasant Waterworks	843.388.1152
1619 Rifle Range Rd.	Nicole Bates, Customer Communications Manager
Mount Pleasant, SC 29464	nbates@mpwonline.com
• Contracted Since: 2016 • Billing System: Harris-Advanced • Volume: Approximately 40,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing, Print and Mail, Print Image Archiving	

Manatee County Utilities Department, FL	Ph - 941-792-8811 x5246 Fx - 941-745-3790
4410 66th Street West	Tina Neri - Business Systems Support Manager
Bradenton, FL 34210	tina.neri@mymanatee.org
• Contracted Since: 2019 • Billing System: Itineris (originally implemented with Banner CIS) • Volume: Approximately 120,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail	

TAB H – PRICING/FEE SCHEDULE:

Each Proposer (including sub-vendors) is required to include the following:

• **Price Proposal:** A Price Proposal form, in Excel format, is included with this RFP. Proposers are required to submit their formal unit pricing using this form. Only the Town's Price Proposal form will be accepted. The completed Excel file must be included on the USB submitted with the Proposer's response.

InfoSend has completed the Price Proposal Form in Excel format and included it on USB with the RFP response.

• **Fee Schedule:** Proposer's shall also include a copy of their schedule of fees, in PDF format, and identify and additional costs that may apply to the Work of this contract, which may not be identified on the Town's Price Proposal form.

Client Volume Assumptions
Customers Contacted or Billed Monthly -Approximately 26,000 Bills and Notices per month
Number of Batches Monthly -33 billing cycles with billing occurring approximately 17 days out of the month

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
Utility Bill Package includes: one printed page up to 2/2 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.114 per document
Past Due Notice Package includes: one printed page up to 2/2 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.114 per document
Back Flow Notice Package includes: one printed page up to 4/1 ink, InfoSend outgoing #10 envelope and no return envelope	\$0.097 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 – Waived for existing client
Setup Fee – Data Only Input Files	\$0.00 – Waived for existing client
Document Re-Design Fee	\$150.00 – per hour after Go Live
Data Processing Fee (per document)	\$0.00 – Included

Printing and Mailing Service	
Utility Bill or Notice Printing & Mailing Fee per Page with 4/1 Ink	\$0.056
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.056 for up to 2/2 printing \$0.059 for 4/0 or 4/1 printing \$0.061 for 4/4 printing

Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.40
Address Updates – per “hit” (address that gets updated)	\$0.32 NCOA \$0.32 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	

Materials

Standard 8.5” x 11” Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.023
Standard Single Window Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.195

Insert Services

InfoSend Produced	Quoted based on specification
Water Quality Report	\$0.118 per insert – based on 23,000 \$0.391 per mail piece – based on 10,000
Town Times Newsletter	\$0.390 per insert – based on 19,500 \$0.759 per mail piece – based on 8,000
Recreation Newsletter Insert	\$0.202 per insert – based on 19,500 \$0.627 per mail piece – based on 8,500
Mayor Letter	\$0.066 per insert – based on 19,500 \$0.491 per mail piece – based on 8,000
Hurricane Guide	\$0.112 per insert – based on 19,500 \$0.537 per mail piece – based on 8,000
Jupiter Jubilee Rack Card	\$0.0648 per insert – based on 19,500 \$0.343 per mail piece – based on 8,000
Lock It Rack Card	\$0.0648 per insert – based on 19,500 \$0.343 per mail piece – based on 8,000
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	\$0.01 per insert

Optional Document Services

Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.026 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	Option 1: \$0.009 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch. Option 2: \$0.015 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

PRICE PROPOSAL FORM

Utility Bill and Late Notice Printing and Mailing Services (W2504)

Instructions for filling out:

Please fill in cells E7 and E12 through E56 only.

Note: Rows 43 through 65 are for optional bundled print and mailing services.

One-Time Fees

Item	Description	
	Implementation Costs	\$ -
	Indemnification	\$ 100.00

Recurring Fees

Item	Description	Frequency	Estimated Quantity	Unit	Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
Printing & Mailing	Single Page Statement Printing Fee	Monthly	23,000	Per Page	\$ 0.0560	\$ 1,288.00	\$ 15,456.00
	Single Page Statement Printing Fee (Notices)	Monthly	2,700	Per Page	\$ 0.0560	\$ 151.20	\$ 1,814.40
	Data Processing	Monthly	23,000	Per Document	\$ -	\$ -	\$ -
	Data Processing (Notices)	Monthly	2,700	Per Document	\$ -	\$ -	\$ -
	8.5" x 11" white paper with perforation	Monthly	23,000	Per Page	\$ 0.0150	\$ 345.00	\$ 4,140.00
	8.5" x 11" white paper with perforation (Notices)	Monthly	2,700	Per Page	\$ 0.0150	\$ 40.50	\$ 486.00
	#10 Double Window Envelope	Monthly	23,000	Per Bill	\$ 0.0230	\$ 529.00	\$ 6,348.00
	#10 Double Window Envelope (Notices)	Monthly	2,700	Per Bill	\$ 0.0230	\$ 62.10	\$ 745.20
	#9 Single Window Return Envelope	Monthly	23,000	Per Bill	\$ 0.0200	\$ 460.00	\$ 5,520.00
	#9 Single Window Return Envelope (Notices)	Monthly	2,700	Per Bill	\$ 0.0200	\$ 54.00	\$ 648.00
	Mailing Fee	Monthly	23,000	Per Bill Mailing	\$ -	\$ -	\$ -
	Mailing Fee (Notices)	Monthly	2,700	Per Bill Mailing	\$ -	\$ -	\$ -
	Domestic (Estimated)	Monthly	23,000	Per Bill Mailing	\$ 0.5400	\$ 12,420.00	\$ 149,040.00
	Domestic - Notices (Estimated)	Monthly	2,700	Per Bill Mailing	\$ 0.5400	\$ 1,458.00	\$ 17,496.00
Postage	International (Estimated)	Monthly	230	Per Bill Mailing	\$ 1.6500	\$ 379.50	\$ 4,554.00
	International - Notices (Estimated)	Monthly	27	Per Bill Mailing	\$ 1.6500	\$ 44.55	\$ 534.60
	Water Quality Report	Annually	23,000	Per Insert	\$ 0.0100	\$ 230.00	\$ 230.00
	Town Times Newsletter	Quarterly	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
Insert Fee Only	Recreation Newsletter	Quarterly	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	Mayor Letter	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	Hurricane Guide	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	Jupiter Jubilee	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
Miscellaneous	Lock-It Rack Card	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	National Change of Address (NCOA)	Monthly	58	Per Correction	\$ 0.3200	\$ 18.56	\$ 222.72
	Print Image Archiving - 36 Month Retention	Monthly	23,000	Per Document Image	\$ 0.0260	\$ 598.00	\$ 7,176.00
	Excess Pages	Monthly	47	Per Mail Piece	\$ 0.4000	\$ 18.80	\$ 225.60
Optional Services	Batch Fee (batches under minimum job threshold)	Monthly		Per Job	\$ 5.0000		
	Portal Fee	Monthly	1	Per Month	\$ -	\$ -	\$ -
	Backflow Notice 1	Annually	8,400	Per Notice	\$ 0.0970	\$ 814.80	\$ 9,777.60
	Backflow Notice 2		8,400	Per Notice	\$ 0.0970	\$ 814.80	\$ 9,777.60
Optional Bundled Services	Final Backflow Notice		8,400	Per Notice	\$ 0.0970	\$ 814.80	\$ 9,777.60
	Water Quality Report	Annually					
	Printing and Inserting		23,000	Per Insert	\$ 0.1180	\$ 2,714.00	\$ 2,714.00
	Printing and Direct Mailing		10,000	Per Mail Piece	\$ 0.3910	\$ 3,910.00	\$ 3,910.00
	Town Times Newsletter	Quarterly					
	Printing and Inserting		19,500	Per Insert	\$ 0.3900	\$ 7,605.00	\$ 7,605.00
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.7590	\$ 6,072.00	\$ 6,072.00
	Recreation Newsletter	Quarterly					
	Printing and Inserting		19,500	Per Insert	\$ 0.2020	\$ 3,939.00	\$ 3,939.00
	Printing and Direct Mailing		8,500	Per Mail Piece	\$ 0.6270	\$ 5,329.50	\$ 5,329.50
	Mayor Letter	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.0660	\$ 1,287.00	\$ 1,287.00
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.4910	\$ 3,928.00	\$ 3,928.00
	Hurricane Guide	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.1120	\$ 2,184.00	\$ 2,184.00
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.5370	\$ 4,296.00	\$ 4,296.00
	Jupiter Jubilee Rack Card	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.0648	\$ 1,263.60	\$ 1,263.60
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.3430	\$ 2,744.00	\$ 2,744.00
	Lock-It Rack Card	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.0648	\$ 1,263.60	\$ 1,263.60
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.3430	\$ 2,744.00	\$ 2,744.00

Estimated Total Costs For First Year of Service

Description of Total Services	Total Cost
Single Page Statement Printing Fee, Data Processing, 8.5" x 11" Paper, #10 Envelope, #9 Return Envelope, Mailing Fee, Postage(Domestic), WQR Inserts, Print Image Archiving, Portal Fee	\$ 214,188.20

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

TAB I – REQUIRED FORMS, LICENSES AND INSURANCE:

Include all Town of Jupiter forms. **FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms are provided in Attachment A – Proposal Response Forms.**

PROPOSER'S ACKNOWLEDGEMENT AND CERTIFICATION

Business Name: InfoSend, Inc.

UTILITY BILL AND LATE NOTICE PRINTING AND MAILING SERVICES CONTRACT (W2504)

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

The undersigned as Proposer does declare that no person or persons other than the Proposer herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined this Request for Proposals and is thoroughly familiar with its provisions and with the quality, type and Scope of Services called for in the Statement of Work and the general scope of services as follows:

The Town of Jupiter, Florida invites proposals from qualified firms with a proven track record in utility bill and late notice printing and mailing services. This contract will support the Town's Water and Stormwater Utilities in its utility billing operations. The selected firm will manage the daily receipt of billing and late notice files, data manipulation, inserting, mailing, and reporting processes. The proposals shall demonstrate the firm, and its staff or teams', extensive experience in the following areas:

- Receiving utility billing and late notice files in PDF or other electronic formats for efficient printing.
- Manipulating customer data to ensure accurate customer mailing address and coding with USPS CASS and NCOA standards with address barcoding.
- Inserting return envelopes, flyer-size letters, and other necessary documents into utility bill mailings.
- Mailing of bills and late notices in accordance with USPS requirements for optimal postage discounts and ensure optimal deliverability.

The initial term of this Agreement for services shall take effect March 1, 2025 and continue through September 30, 2026, with the option to renew annually, by mutual agreement for three (3) additional one (1) year terms up to a cumulative total of four (4) years and seven (7) months.

The undersigned further declares that he proposes to provide the services required by the contract within the specified time in this Proposal for the unit prices indicated within their proposal.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days following the Notice of Intent to Award the contractor may forfeit his right to the contract and TOWN may choose to offer the contract to the next low Proposer or re-bid the contract.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed, as necessary to provide a comprehensive proposal. The undersigned acknowledges receipt of 4 (insert number) Addenda for this Request for Proposals.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. 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 be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

The undersigned states that this proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE October 22, 2024

FIRM NAME InfoSend, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 33-0748516
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Russ Razai, President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL russ.r@infosend.com

BUSINESS MAILING ADDRESS 4240 E. La Palma Ave. Anaheim, CA 92807-1816

BUSINESS TELEPHONE (800) 955-9330

STATE OF INCORPORATION California

NAME & CONTACT INFORMATION OF PERSON IN RESPONSIBLE CHARGE OF THE WORK UNDER THIS CONTRACT

~~Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this
_____ day of _____, 20____ by _____ of
_____, who [] is personally known to me or [] has produced
_____ as identification and who did (did not) take an oath.~~

Notary Seal

NOTARY PUBLIC

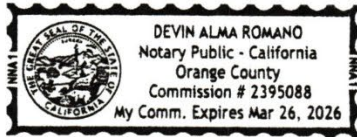
See attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 9th
day of October, 2024, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Devin Alma Romano', written over a horizontal line.

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF California
COUNTY OF Orange

Russ Rezai

, being first duly sworn deposes and says that:

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

Date: 10 / 09 / 2024

By [Signature]

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, an authorized representative of _____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

NOTARY PUBLIC

Notary Seal

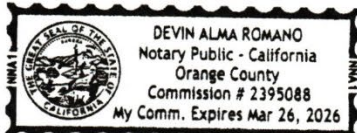
see attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 9th
day of October, 2024, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script that reads 'Devin Alma Romano'.

PUBLIC ENTITY CRIMES FORM

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter, FL
[print name of the public entity]
by Russ Rezai, President
[print individual's name and title]
for InfoSend, Inc.
[print name of entity submitting sworn statement]

whose business address is 4240 E. La Palma Ave. Anaheim, CA 92807-1816

and (if applicable) its Federal Employer Identification Number (FEIN) is:
33-0748516

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
_____.)

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this _____ day of _____,

Personally known _____

OR Produced identification _____ Notary Public – State of _____

My commission expires _____

(Printed typed or stamped commissioned name notary public)

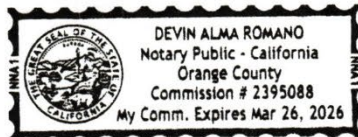
see attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 9th
day of October, 2024, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Devin Alma Romano', written over a horizontal line.

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that
InfoSend, Inc. _____ does:

Name of Business

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

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

Proposer's Signature

Russ Rezai, President

Proposer's Printed Name and Title

10/09/2024
Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that InfoSend, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of InfoSend, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Russ Rezai
Date: 10/9/2024

STATE OF ~~FLORIDA~~ California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

See attached.

Name typed, printed or stamped

My Commission Expires:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On October 9, 2024 before me, Devin Romano-Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Devin Alma Romano (Seal)



TAB J – OTHER INFORMATION:

The Proposer may include additional pages containing any other information to assist with presenting their qualifications and performance.



SCOPE OF WORK (VENDOR RESPONSIBILITIES)

1. Ability to accept either a PDF, or other electronic file, for printing bills and notices at the discretion or determination of the Town.

InfoSend Data Processing Implementation Options Highlights

- InfoSend's Data Processing platform is completely adaptable to client output, accepting both data-only text files (e.g. flat files, csv, XML, etc.) and print-output PDF files.
- "Express PDF" implementation for print-output PDF file is most cost-effective and efficient, leveraging InfoSend's unique industry experience developing for and managing PDF technology.
- Familiarity and expertise with data formats from a wide variety of industries, including government, citations, utility, healthcare, finance, insurance, and more.
- The system supports combining multiple files to generate singular document output for multi-channel distribution.
- All data is parsed, normalized and loaded into the InfoSend database to facilitate distribution and reporting.
- The system supports custom designed business logic rule sets for "selective" inclusion or suppression of messages or materials such as inserts or return envelopes.

Express PDF Implementation in Detail

This innovative solution gives clients the ability to use InfoSend's CCM platform at the lowest possible price point. It's most useful as a cost-saving option for clients with an existing document output, eliminating the need for a third party to design, program, implement and maintain hosted software to create a similar output.

InfoSend has a unique solution that can accept print-ready PDFs but still modify the output to drive mailing workflow and marketing messages. The Express PDF solution will parse and modify the addresses, using CASS certified address validation, apply postal barcodes to the finished output, then re-order the documents to meet USPS requirements. In addition, InfoSend's system can output marketing messages right on the output, or with additional pages to the document.

InfoSend's Express PDF Implementation is unique in that it's a hybrid solution that combines client-provided print files with InfoSend's data import and processing capabilities. We will not simply print image files, we will merge processed data from our system with client output to create a great finished product.

Business Logic and Output

No matter the input type, all client output is capable of leveraging InfoSend's CCM platform for dynamic marketing messages right on the output, or with additional pages to the document. Using criteria or flags in the data, InfoSend's platform can control the output to meet client requirements.

This programming may include placing selective messages on the document for specific customers, such as letting a customer know in bold lettering a balance is "Past Due." InfoSend's data processing also controls what happens downstream on machines at the print and mail facility, creating instructions to either include or exclude materials such as special inserts or return envelopes. InfoSend's CCM platform and years of experience ensure the client communications are done accurately and efficiently.

2. Print utility bills in 1 color format on one side of one piece of white, 8.5" x 11" perforated paper, with the ability to accommodate bills that require two pages.

InfoSend has the ability to print in 1 color as well as full CMYK colors. InfoSend accommodates true multiple pages should bills require more than one page. InfoSend currently produces the documents in 1 color as well and paginates for multiple pages for the Town currently.

InfoSend Document Design Services for Utilities

InfoSend's Account Managers are trained in the use of various graphic design tools which are leveraged to create your documents. The Account Manager assigned to this project will work with the client's project team to create outputs which meet the high standards expected by our clients. Wherever possible we will look to provide suggestions to improve the look, feel, readability, and/or response rate for your custom communications using our extensive experience in a wide-variety of industries. All of the graphic design work for your projects will be conducted in-house at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production, including:

- Grayscale and full-color laser printers
- Full-Color Inkjet printer
- High-capacity offline folding equipment
- High-capacity industrial cutting equipment
- Variable speed mail inserting equipment
- Proprietary and licensed software solutions for processing data, creating client outputs, maintaining USPS compliance
- Full compliance with any OCR, barcode or remittance specification, including lockbox testing with the delivery of production samples prior to Go-Live.

Often InfoSend will consult to provide clients with best practices and design options which leverage the data and printing technology to their fullest. InfoSend's design team can assist in making sure a utility statement has information hierarchy, appropriate use of color and white space, as well as innovative graphics.

InfoSend provides document composition services for **hundreds of utilities nationwide**. Below is an example design which is using the latest in customer insights, preferences and printed output technology.

Front:



**CITY OF
TUCSON**

UTILITY SERVICES STATEMENT



**PIMA COUNTY
WASTEWATER RECLAMATION**

Last Bill	Payments/Credits	Deposits	Adjustments	Balance Forward	Current Charges	Amount Due
\$138.43	-\$138.43	\$0.00	\$0.00	\$0.00	\$122.94	\$122.94

Bill Date	Service Period	Due Date
06/18/20	05/19/20 to 06/17/20	07/08/20



SEWER
\$49.29
Phone: 520-724-6609



WATER
\$50.28
Phone: 520-791-3242



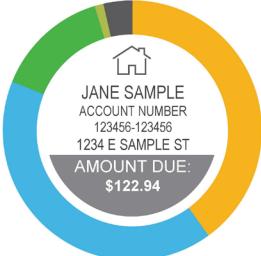
ENVIRON. SVC.
\$17.58
Phone: 520-791-3171



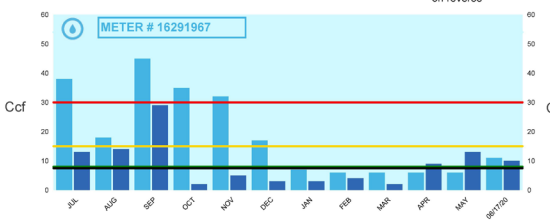
GREEN STORMWATER
\$1.30



MISCELLANEOUS
\$4.49
Breakdown of charges on reverse



JANE SAMPLE
ACCOUNT NUMBER
123456-123456
1234 E SAMPLE ST
AMOUNT DUE:
\$122.94



METER # 16291967

CURRENT USAGE

LAST YEAR USAGE

Projected Next Read: 07/17/20

Cycle - Route	Current Read	Previous Read	Usage (Ccf)
13-53	961	951	10
Water Usage	In Gallons	In Ccfs (1 Ccf = 748 Gallons)	
Current Usage:	7480	10	
Last Year Usage:	8228	11	

**CITY OF
TUCSON**

UTILITY SERVICES STATEMENT
PO BOX 27210
TUCSON, AZ 85726-7210

Pay online at: www.tucsonaz.gov/pay-utility-bill
Pay by phone: 520-791-3242

Service Address: 1234 E SAMPLE ST

Addressee

TUA0618A 8581 1 AV 0.389
7000009001 00.0033.0155 8581/1

JANE SAMPLE
1234 E SAMPLE ST
TUCSON AZ 85711-3802

Service Period	Due Date	Account Number
05/19/20 to 06/17/20	07/08/20	123456-123456

Optional Open Space/Riparian Donation	Amount Due	Amount Paid
☐ \$2.00 ☐ \$5.00 ☐ \$10.00 ☐ \$ _____	\$122.94	\$

Additional information on reverse

Please Make Checks Payable And Remit To

000123405000678712000000342567

CITY OF TUCSON
PO BOX 52771
PHOENIX, AZ 85072-2771

Back:

Billing Detail		Your Water Provider is: TUCSON WATER		
	SERVICE FEE	\$13.00	 Pima County Regional Wastewater Reclamation Department Phone: 520-724-6609 www.pima.gov/wastewaterreclamation	
	SEWER RESIDENTIAL VOL 10.00	\$36.29		
	SEWER SUBTOTAL	\$49.29		
	MONTHLY SERV CHRG WA	\$16.33	 Tucson Water Customer Service: Phone: 520-791-3242 Outside Tucson: 800-598-9449 www.tucsonaz.gov/water	
	VOL 7.00 @ \$ 2.07 WA	\$14.49		
	VOL 3.00 @ \$ 3.82 WA	\$11.46		
	CAP CHARGE \$.70/CCF	\$7.00		
	CONSRV FEE \$.10/CCF	\$1.00		
WATER SUBTOTAL	\$50.28	 City of Tucson Environmental Services: Phone: 520-791-3171 www.tucsonaz.gov/esd		
	GRNDWTR PROTECT FEE		\$1.13	MESSAGE CENTER On June 17, a new payment system will require all customers who pay online or use auto-payment to establish a new account. There will be information posted on how to register and set up your new account. If you would like a reminder alert for June 17 by text or email, sign up at www.tucsonaz.gov/payutility . After June 17, you may go to the page to create your new account. How to read your bill in English: www.tucsonaz.gov/read-my-bill-english Taxes are calculated based on the Water Subtotal. Miscellaneous charges may include: city and state taxes, new water meter installation fees, delinquent fees, water turn-on charges, backflow prevention permit costs, plan reviews and revisions, and other applicable charges.
	GARB 300 SHRD ALLEY		\$16.00	
	RECYCLING SURCHARGE		\$0.45	
ENVIRONMENTAL SERVICES SUBTOTAL	\$17.58			
	CITY SALES TAX	\$1.34		
	STATE SALES TAX	\$3.15		
	MISCELLANEOUS SUBTOTAL	\$4.49		
	GRNSTRM FEES .13/CCF	\$1.30		
	GREEN STORMWATER SUBTOTAL	\$1.30		
CURRENT CHARGES		\$122.94		

TERMS AND CONDITIONS
Due date applies to current charges ONLY. Any past due balance is due now. Please allow 7 days for payments to post to your account. A \$28.00 fee will be charged for any returned checks.
Pay your bill ONLINE for same day credit to your account at www.tucsonaz.gov/pay-utility-bill

☐ **Address Change** If you have a change of mailing address, please check the box to the left and fill out the information below

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

For name change call Customer Service at (520) 791-3242

Your tax-deductible Open Space/Riparian donation will support the preservation of biologically-rich open space lands and enhance urban waterways. Visit www.tucsonaz.gov/water/checkbox to learn more. Your optional donation will not affect your service fees.

Utility Bill Design Highlights:

- Information hierarchy based on customer feedback, ensuring Amount Due and Due Date are very clear. Amount Due is placed strategically in multiple locations.
- Color schemes are utilized to enhance labeling of various services and/or charges.
- Usage and historical information are given prime real estate.
- A dynamic message area for clients to place customizable messages to all customers or customers falling under specified criteria.
- Graph done in a circular manner, utilizing multiple colors to communicate the various charges that lead to the total.
- Backside of the bill utilized to communicate details of charges and payment options, labeled with different colors by channel.
- We offer multilingual support and are able to present bills in multiple languages.

3. The Vendor shall print account information on the bottom of the stub, in the font "OCR A Extended" to be read by the Town's check scanner.

InfoSend is capable of printing an OCR-A scan line and/or a message on the bottom of the bill stub(s).

4. Print utility notices from a PDF, or other electronic file, as presented in 2 color formats on one side of one piece of white 8.5" x 11" paper.

InfoSend is fully capable of meeting this requirement.

5. Vendor shall fold utility bills and notices and insert them along with a VENDOR provided #9 return window envelope within a VENDOR provided #10 mailing window envelope. The #9 return envelope shall include security tint and be pre-printed with a "PLACE STAMP HERE" box at the top right corner, and 3 lines at the top left corner for the sender to write their address.

InfoSend Standard #10 and #9 Envelopes

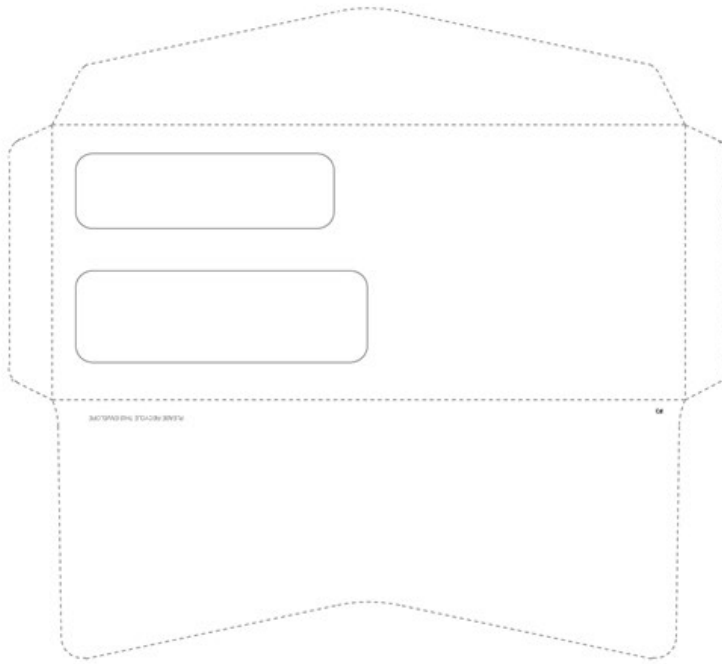
InfoSend is proposing our standard envelopes.

Our standard and reliable outgoing #10 and return #9 envelopes are predominantly manufactured and stocked by InfoSend and have strategically placed windows which allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy.

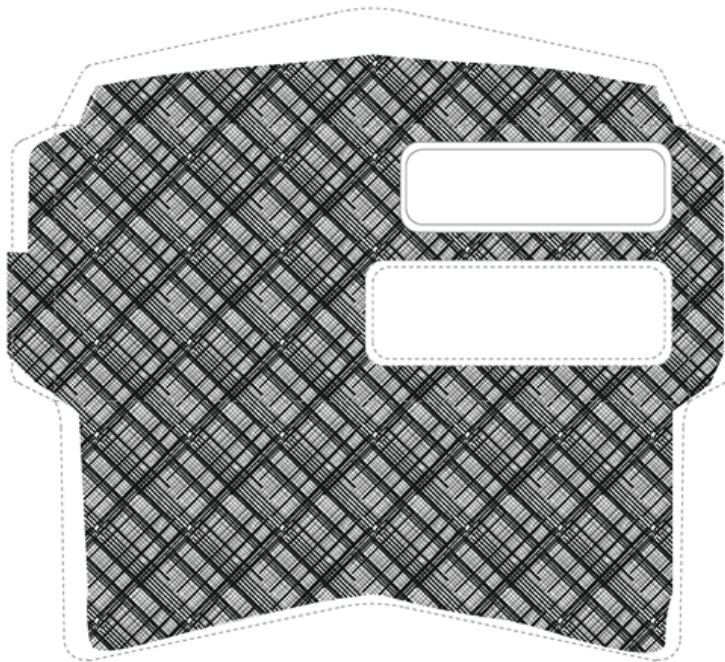
For all clients that use standard envelopes, InfoSend's standard double window #10 and single window #9 envelopes are sustainably produced and are provided at no additional cost to clients. The Sustainable Forestry Initiative ensures materials are sourced from sustainably managed forests. Please visit www.sfiprogram.org for more information. *

Standard #10 Envelope

Outside:

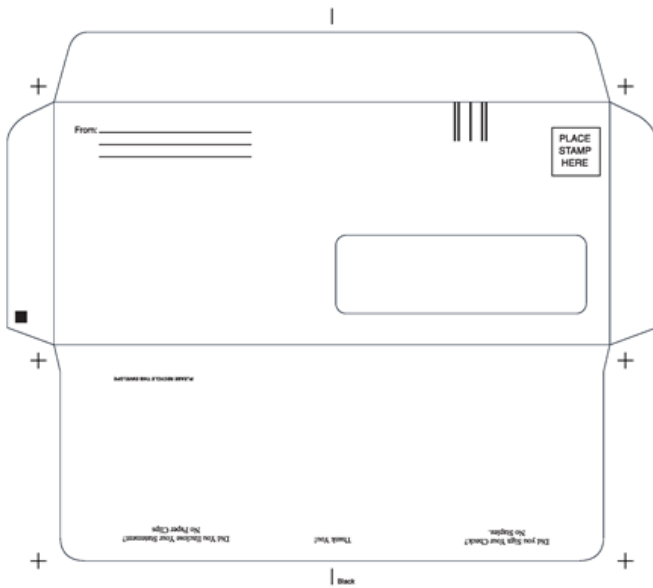


Inside:

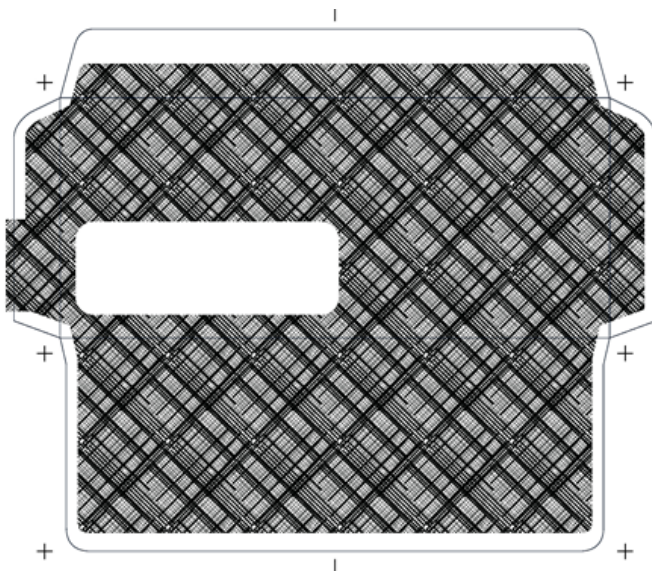


Standard #9 Envelope

Outside:



Inside:



Intelligent Mail Barcode

InfoSend, by default, will implement the Full-Service Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

6. Manipulate the customer mailing address on both the bills and the notices to conform to the current United States Postal Service (USPS) standards for optimal mailing discounts and deliverability.

USPS Compliance and Efficiency

InfoSend's Customer Communications Management (CCM) platform allows InfoSend to distribute client output to multiple channels, including mail via USPS. InfoSend, as a mailing service provider, maintains technology and USPS compliance to ensure clients are getting the best postage rates and features from mailings.

Postage is the *most expensive component* of mailed document production, a very important cost consideration when selecting a document production partner and not all vendors provide the most cost-saving discounts available. InfoSend utilizes the following methods to ensure clients are mailing with optimal efficiency.

Full Service with Intelligent Mail Barcode (IMb)

In 2009 the USPS introduced the cost-saving Full-Service mailing option using the Full-Service Intelligent Mail barcode. The Full-Service option provides a number of benefits for qualifying mail pieces. One of the most significant is a postage discount of \$0.005 on each qualifying mail piece below the normal lowest pre-sort 5-digit postage rate. InfoSend, by default, will implement the Full-Service Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

Coding Accuracy Support System (CASS)

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

USPS Move Updates

InfoSend ensures that clients comply with the USPS Move Update requirements. Mailers must use a USPS approved method to keep client customer address database up to date to qualify for presort discounts. Per USPS requirements clients must update the addresses in the database using the information that is reported back by the USPS. Failure to update addresses within the USPS's deadline will result in the loss of presort postage discounts.

InfoSend offers two move update services that are compliant with the USPS:

1. **Address Change Service (ACS):** when this option is selected the USPS forwards client mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends clients an electronic report of the forwards.
2. **NCOALink Service:** with this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.

In either scenario, clients receive electronic reports of the new addresses after each batch is mailed. If a client elects to have the USPS forward the mail, the addresses must be updated within 90 days.

USPS Seamless Acceptance

InfoSend manages USPS compliance by maintaining regulatory and processing standards as a Full Service provider of the USPS, and has certified as a Seamless Acceptance provider for verifying mail electronically for acceptance. InfoSend meets all mail piece design standards for document design internally as well as maintains USPS business relationship account status with the USPS. InfoSend maintains USPS quality data compliance utilizing USPS approved CASS/Pave, presorting and move update software (Quadient) to perform address hygiene, achieves optimal postal discounts and applies move updates along with associated reporting.

Detached Mailing Unit (DMU)

InfoSend's Anaheim headquarters and Downers Grove facilities are designated as a USPS Detached Mail Unit (DMU). Having DMU status means that outbound first class mail is inspected by USPS employees located at the

production facility, removing the need for mail to be inspected after delivery to the USPS. Mail that is presorted at InfoSend's facility is directly entered into the postal distribution system, expediting mail delivery times and increasing the volume of mail InfoSend can induct daily while reducing overhead.

Ongoing USPS Enhancements

As USPS requirements, customer behaviors and client needs evolve, InfoSend will enhance the service offering. InfoSend's dedicated research and development staff stay ahead of the USPS changes and mandates, maintaining close contact with USPS representatives to ensure compliance. In addition, InfoSend's development staff meets routinely to discuss upcoming USPS enhancements, scheduling development far in advance to ensure a seamless transition for clients. Should any USPS changes, such as rate increases, require client awareness, InfoSend's Client Services department sends email notifications to clients and closely coordinates changes to output to minimize impact.

7. Vendor will be required from time to time to provide selective inserts to accounts by Cycle/Book, location street name, jurisdiction, parcel ID or other criteria, or any combination thereof as requested by the Town.

Direct Communications - Inserts

Selective Inserting is available, which allows clients to selectively target insert, flyers, or newsletters to specific mail pieces. Selective Inserting will also allow clients to exclude a #9 return envelope for all customers participating in an automatic payment program (ACH). Individual documents can be grouped together ("householding") if desired. InfoSend gives clients multiple insert handling and production options, along with fully featured tools to manage the process:

Insert Requests & Management - InfoSend's online Insert Request Form is an innovative account management tool that streamlines insert management. Request a quote for printing and schedule all client inserts online. Submit the form through the InfoSend website and a summary of the request will be returned to the user via email. **Inserts:** InfoSend can also optionally include PDF images of client inserts in the Print Image Archive and/or in the documents created by InfoSend's eBusiness products.

Insert Handling – Client Provided - Any special inserts/flyers/stuffers prepared by the client can be inserted with the bills. Clients can drop inserts off or have them shipped to InfoSend where they will be kept in inventory until the end of the run date.

Insert Printing - InfoSend offers a complete range of insert printing services, from black to full-color printing.

- **Inline Inserts** - if the client organization often includes static inserts with its bills, InfoSend can convert them to Inline Inserts. An automated process is set up to selectively print the inserts immediately after each bill is printed. This increases client ability to target specific customer types and provide one-to-one messaging. Inline inserts can be printed in black or **full color**.
- **Offline Inserts** – traditional inserts are printed offline and then inserted with designated billing statements. Up to 5 offline inserts can be included in a bill run.

8. Inserts will be provided to Vendor by the Town or the Town may request Vendor to print inserts from time to time. Vendor should provide unit costs to (a) insert the 3rd party inserts and (b) unit costs for vendor's service to print and insert the inserts.

InfoSend Direct Communication Service

InfoSend's Direct Communications Service allows clients to reach their customers with impactful messaging campaigns, leveraging InfoSend's expertise as document production and mailing specialists. With the same emphasis on excellent customer service as InfoSend's core services, InfoSend's Direct Communications (DC) Team provide a comprehensive source to design, develop and send information to your customers in just the right format. The DC Team helps clients avoid juggling vendors and excessive drop shipping costs by producing their content "in house" with InfoSend.

With online tools to request and track production, InfoSend is able to produce an array of communication types, with a range low cost black and white through full color on glossy stock:

- **Buckslips**
- **Postcards**
- **Letters**
- **Flyers**
- **Folded Brochures**
- **Envelope Graphics**

Communications produced by InfoSend leverage InfoSend's Customer Communications Management (CCM) platform to ensure the message is delivered to the right customers on-time and in the desired channels. Communications can be inserted with existing client mailings performed by InfoSend, or printed "inline" with the existing document as an additional page. The communication can also be inserted "selectively", allowing clients to target specific customers.

All mailings and communications can include graphical messaging on the mailed envelope as well, allowing clients to communicate to customers even before the mail pieces is opened.

9. Mail all prepared bills to the customer from an authorized mailing facility of the USPS by first class mail.

InfoSend accepts this requirement. Please see USPS Compliance and Efficiency information above.

10. Make available quickly obtainable detailed reporting associated with the bill production, inserting and mailing costs and totals. This reporting shall be readily accessible to Town staff through a vendor supplied web portal. Reporting shall include, at minimum, the following content: job code, processing dates, printing, mailing & insert outputs, individualized mail tracking and costs. Town staff should be able to obtain daily and monthly reports. Reports should have the ability to be obtained in either PDF, Excel, or CSV file formats.

Data Processing, Print and Mail Reporting

InfoSend's Customer Communications Management (CCM) platform provides clients with the necessary reports to reconcile and receive updates throughout the Data Processing, Print and Mail (DPPM) process. InfoSend standard reporting workflow is provided by default, and is able to provide certain reports in a variety of methods including text files, comma delimited files, HTML formatted reports and in some cases, PDFs.

All reports are available either through the InfoSend website and can also be emailed or transmitted via secure FTP. In addition, clients have the capability of assigning internal contacts that have permissions to access/receive reports.

File Transfer Acknowledgement Report

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.

Client File Transfer Acknowledgement

FROM : INFOSEND, INC.
DATE : 03/19/2014
RE : FILE TRANSFER ACKNOWLEDGEMENT

=====

THIS FILE CONFIRMS THAT THE FILE(S) LISTED BELOW HAVE BEEN RECEIVED. IF YOU FIND ANY DISCREPANCY OR IF YOU HAVE ANY QUESTIONS OR SPECIAL INSTRUCTIONS REGARDING THIS LIST, KINDLY GIVE US A CALL AT (714) 993.2690 OR TOLL-FREE (800) 955.9330.

THANK YOU.

NO.	NAME OF FILE(S)	FILE SIZE (BYTES)	PAGE/RECORD COUNT	DATE RECEIVED
1.	INF.0319.STMT.TXT	973959	2441	03/19/2014 11:28:01 AM

=====

TOTAL PAGES/RECORDS: 2441

Process Summary Report

The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

 **Process Summary Report**
Job Code: INF0929A
Report Generated 10:04am September 29, 2013

Data Files

Filename	File Received
INFOSEND_BILLINGDATA_20130929A.TXT	2013-09-29 09:25am
INFOSEND_CYCLEDATA_20130929A.TXT	2013-09-29 09:25am

Document Input

Accounts	First Pages	Total Pages	Batch Amount
12,000	12,000	18,000	\$900,000.00

Print Output

Accounts	First Pages	Total Pages	Amount	Mailpieces	Non-Barcoded Mailpieces	Household Mailpieces	NCOA Updates
11,000	10,000	14,000	\$800,000.00	10,005	77	95	38

Suppressions

Accounts	First Pages	Total Pages	Amount	Name
250	250	250	\$25,000	Undeliverable Address
250	250	250	\$25,000	Client Suppression Rule(s)
250	250	250	\$25,000	eBilling Paperless Suppression
250	250	250	\$25,000	InfoSend Exception Processing

Inserts

Name	Count
N3896 - Online Payment Options	5,460
N3904 - Fall Water Conservation	10,000

Postage Summary

Name	Count	Amount
Presorted Mailpieces	9,000	\$3690.00
Non-Presorted Mailpieces	500	\$220.00
Non-Barcoded Mailpieces	350	\$154.00
Extra Postage (Non-Standard Mailpiece)	150	\$112.50

Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example, addresses that could not be verified for delivery point validation can be listed at the end of this report.

PROCESS CONFIRMATION REPORT

TO : INFOSEND CLIENT

FROM : INFOSEND, INC.
DATE : 03/20/2014
RE : PROCESSING CONFIRMATION REPORT

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IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT US AT
(714) 993.2690 OR TOLL-FREE (800) 955.9330. THANK YOU.

=====

NO.	REFERENCE	AMOUNT(\$)	ORIGINAL	SINGLES	MULTIPLES	UAR/SPECIAL	TOTAL
1.	DLY0319A	332950.60	2441	2363	27	0	2390
STATEMENT DATE: 3/19/2014							
FROM: DLY.0319.STMT.TXT							
=====							
TOTALS =		332950.60	2441	2363	27	0	2390
=====							
*** END OF PROCESS CONFIRMATION ***							
=====							
NO.	ACCOUNT	ERROR CODE ERROR MESSAGE	AMOUNT				
1.	01212460-56 SAMPLE C 101 HALL STREET DALY CITY CA 94015	411 - Mailed out anyway Invalid Primary Number	51.63				
2.	19418560-48 SAMPLE CUSTOM 124 BALMOR TERRACE SAN FRANCISCO CA 94112	491 - Mailed out anyway ZIP+4 coded but failed DPV	80.36				

Job Tracking Tool

The Job Tracker provides the current status of jobs as it progresses through InfoSend's data processing and print production departments. The Job Tracking tool contains details such as job type, number of component files that are contained within the job, file receipt timestamps, sample files that may be downloaded and the status of printing/quality control/mail preparation. Once a file has been completed for mailing and mail pieces have been released to the USPS a timestamp of file completion confirmation will be provided. InfoSend provides a history of the past 100 jobs that were processed through the system.

Job Tracking

Here is a list of the last 100 jobs submitted by your organization. Jobs with a grey background have been placed on hold. Please contact an InfoSend representative if further details are required.

Show Filenames - ☐ | Job Type - | Only Show Active Jobs - ☐

Job Code: | Filename: Search Clear

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending

Address Update Report

Address Updates including NCOALink hits or ACS updates are provided in InfoSend's reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend's clients can automate the process of loading updates into their customer information system.

Address Updates

You may view your ACS/NCOA reports by clicking on the corresponding links.

Date	Jobcode	Viewed
2014-03-20 12:10:45	N_DLY0319A	☐
2014-03-14 16:54:16	N_DLY0313A	☐
2014-03-07 13:06:08	N_DLY0306A	☐
2014-03-04 16:50:55	N_DLY0304A	☐

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	MailSequenc	MailID	JobCode	AccountNum	OAddr1	OAddr2	OCity	OST	OZip	MAddr1	MAddr2	MCity	MSt	MZip	COAType	Reason
2	700003880	107315	INFO307A	000000-01	123 Water St		WOODLAND	CA	91364	123 Water St		Woodland HI	CA	91367-4545	NCOA	
3	700004170	107315	INFO307A	000000-02	4240 E La Palma		LOS ANGELE	CA	90011-5518	4240 E La Palma		Los Angeles	CA	90011-3329	NCOA	
4	700004156	107315	INFO307A	000000-03	5454 Main St		LOS ANGELE	CA	90011-3721	5454 Main St		LOS ANGELE	CA	90011-3721	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
5	700004182	107315	INFO307A	000000-04	456 Water St		TORRANCE	CA	90501	456 Water St		TORRANCE	CA	90501	UAA	411:Invalid Primary Number
6	700004080	107315	INFO307A	000000-05	124 Water St		LOS ANGELE	CA	90013	124 Water St		LOS ANGELE	CA	90013	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
7	700004048	107315	INFO307A	000000-06	4241 E La Palma		LONG BEACH	CA	90802	4241 E La Palma		LONG BEACH	CA	90802	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
8	700003938	107315	INFO307A	000000-07	5455 Main St		LOS ANGELE	CA	90007	5455 Main St		LOS ANGELE	CA	90007	RETURN-UAA	V - Vacant
9	700003967	107315	INFO307A	000000-07	5455 Main St		LOS ANGELE	CA	90007	5455 Main St		LOS ANGELE	CA	90007	RETURN-COA	
10																

11. Vendor shall respond to all Town inquiries within two business days, recognizing that time is of the essence, and shall diligently work to provide resolutions in a timely and reasonable manner.

InfoSend Client Services Support

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. The following describes InfoSend's standard support coverage, the services that are included as part of annual software support, a listing of call priorities and an outline of escalation procedures.

InfoSend offers emergency an after-hours support line. An after-hours answering service is available 24/7/365. The answering service contacts InfoSend employees sequentially until one receives and acknowledges the call. Requests can be answered within 4 hours. InfoSend provides escalation phone number and contacts during the implementation. After-hours support may be billable. Please note, with the extensive support hours and support channels available, the after-hours answering service being used is extremely rare. Please see typical support channels overview below:

Support Channels and Availability

InfoSend provides the following methods to be reached to initiate a support request:

- 800 Toll-Free Telephone support: (800) 955-9330
- Email via support@infosend.com
- Free electronic access 24 x 7 at www.infosend.com with the following online benefits:
 - Log, track & close support requests
 - View & update support requests
 - Access published documentation
 - Access available downloads
 - Download reports
 - View Job Tracking statistics
 - Download sample files in PDF format

Standard hours of support are from 6:00 AM Pacific to 6:00 PM Pacific, Monday through Friday, excluding designated statutory holidays. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

InfoSend recognizes the below holidays and will be closed should they fall on a weekday.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Inbound Support Ticketing, Escalation, and Resolution Workflow

All issues or questions reported to support can be tracked via an online support ticket. Account Managers can provide support via telephone, email or the online support ticket tool that can be accessed by logging into www.infosend.com.

1. **Contact Dedicated Account Manager:** Each web submission, call or email is handled with personal support. Clients receive support by contacting their dedicated Account Manager. If the client's dedicated contact is not available, the support request will be handled by another cross-trained Account Manager or Senior Account Manager. This representative will be your liaison through the support process, giving you a single point of contact for issue resolution.
2. **Request Logging:** Each support request can be logged using InfoSend's online Support Ticket Tool. Support Ticket requests are assigned a unique ID and can be viewed by both InfoSend Support and the client's authorized representatives. Support Ticket requests are archived and can be filtered by open and closed requests.
3. **Escalation Procedure:** InfoSend staff will internally escalate any required internal technical or operational resources to ensure that quality issues are resolved quickly and completely the first time. All necessary modifications are thoroughly tested before being applied to client applications to ensure that the final product meets quality expectations.
4. **Ticket Resolution:** Once an issue has been resolved, clients are notified of the solution and allowed to review new sets of samples to approve any changes. Extra attention is paid to the new job throughout our production, quality control and mailing process. When all parties confirm that the job is meeting quality expectations through every step in the process, we will approve and release the job for completion.

5. **Client Satisfaction:** Any concerns or questions around the support being provided may be escalated to the Client Services Director.

Proactive File Halt, Validation Error and Quality Control Support Procedures

InfoSend's data processing platform is designed to validate client data and will halt if any anomalies or incomplete data is detected. In addition, InfoSend's dedicated QC process will review all printed outputs to check for issues caused by client data. When issues are detected:

1. **Alert Notification:** InfoSend's internal system will automatically place the Job on hold, open a ticket and alert the CS department via an internal alert system, identifying the client and type of output.
2. **Assessment and Follow Up:** InfoSend's CS personnel will assess and then follow up with the relevant client contacts to notify of the issue.
3. **Resolution:** CS personnel will work with the client on how to address the data, either with a new data file or with programming adjustments.

File Cancellation and Document Pull Request Procedures

InfoSend's CS department accepts requests to cancel entire batches or pull select documents from a batch as a standard function of the department. This request can be placed through InfoSend's online website support ticketing system, via email, or by calling the 800 number. The request is then documented by the CS team and communicated to the InfoSend production departments through our internal systems.

1. **File Cancellation:** These requests are typically submitted to InfoSend just after file transfer but before printing. InfoSend's CS personnel will immediately change the status of the Job to prevent any further progression through the InfoSend manufacturing environment and remove the Job batch from the queue. Clients utilizing the Sample Approval workflow will have the option to cancel their own job, which will then be removed from the queue.
2. **Pull Document Requests:** These requests are typically submitted by the Client after the file is processed and prior to mailing. Ideally, these requests would be submitted to the CS team prior to the mail piece receiving the "Quality Control" timestamp in the website's client-facing job tracking system. Once the job has been marked as completing Quality Control, it will be moved into Mail Preparation. For this reason, Pull Document Requests made after the job has passed through QC should be communicated directly via phone call to ensure that they are handled immediately to minimize the chance that the piece is processed for mailing. The document to be pulled will then be intercepted after the document is printed. Pulled documents can either be recycled or returned to the Client.

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

CONTRACT (AGREEMENT) BETWEEN THE TOWN OF JUPITER UTILITIES AND [VENDOR]

**Utility Bill and Late Notice Printing and Mailing Services
Contract No. W2504**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and InfoSend, Inc., 4240 E. La Palma Ave., Anaheim, CA 98207, a State of California Corporation, 33-0748516 (FEID number) hereinafter designated as "the VENDOR".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced VENDOR to provide professional utility billing and late notice printing and mailing services for its water and stormwater utilities; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional utility billing and late notice printing and mailing services and has solicited proposals from qualified firms; and

WHEREAS, the VENDOR has responded to the TOWN'S solicitation of proposals and the VENDOR is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the VENDOR can provide professional utility billing and late notice printing and mailing services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the VENDOR hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and agrees to continue to do so through the continuation of this CONTRACT; and

NOW THEREFORE, the TOWN and the VENDOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. The VENDOR shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of services, Exhibit "A". The TOWN specifically reserves the right to determine whether a specific task is within the scope of services to be provided by the VENDOR and, further reserves the right to seek the services of other printing vendor firms at any time and for any reason during the course of this CONTRACT. VENDOR understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide VENDOR with any minimum or guaranteed amount of work.

- 1.2. The VENDOR agrees that the sub-vendors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The initial term of this CONTRACT for services shall take effect March 1, 2025 and continue through September 30, 2026. This CONTRACT may be renewed by mutual written agreement of both parties at the end of the (1) year and (7 months) term for up to three (3) successive one (1) year terms up to a cumulative total of four (4) years and seven (7) months. Renewals shall begin on the anniversary date of this CONTRACT. If the VENDOR intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term, with the exception of postage rate increases set forth by the USPS. Vendor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of May 31st by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The VENDOR agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the VENDOR at the Contract Unit Prices provided on the VENDOR'S Price Proposal Form within 30 days after successful reconciliation of the monthly invoice.
- 3.2. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of VENDOR serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The VENDOR agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The VENDOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The VENDOR shall take all measures necessary to effectuate these assurances.
- 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The VENDOR shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. The VENDOR'S invoices shall cover a single calendar month period and shall be accompanied by sufficient supporting documentation for services for which payment is being requested. Invoices shall be sent to the Town's Utility Department within ten (10) days of the calendar month end that is being invoiced.
- 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the VENDOR has performed the work according to the terms and conditions of this CONTRACT.
- 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the VENDOR, the Town shall require the VENDOR to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.

6. INDEMNIFICATION AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the VENDOR shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the VENDOR, its sub-vendors, agents, assigns, or employees in connection with this CONTRACT. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-vendors, agents, assigns, and employees with the terms of this CONTRACT.
- 6.2. The VENDOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR.
- 6.3. The VENDOR shall provide the TOWN insurance certificates, as proof of insurance at the time the VENDOR signs the CONTRACT. The VENDOR shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the VENDOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the VENDOR. The VENDOR shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the VENDOR fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the VENDOR of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the VENDOR for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the VENDOR for such work until such time as the TOWN determines the exact amount due to the VENDOR.

- 7.3. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 7.4. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1. The VENDOR, its employees, sub-vendors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.
- 8.2. The VENDOR, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of VENDOR nor any of its suppliers, sub-vendors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The VENDOR further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.
- 8.3. The VENDOR shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this CONTRACT. Further the VENDOR warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The VENDOR is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the VENDOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The VENDOR is free to provide similar services for others.
- 9.2. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3. The VENDOR shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The VENDOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The VENDOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the VENDOR'S failure to comply with Chapter 119, F.S. related to public records. The VENDOR shall permit the TOWN or its designated agent to inspect all record maintained by VENDOR OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a VENDOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A VENDOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS AT:**

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2752
TOWNCLERK@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the VENDOR 'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the VENDOR shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the VENDOR 'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the VENDOR in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the VENDOR responsible if documents are used for other purposes than intended.
- 10.7. The VENDOR shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by VENDOR is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not

deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The VENDOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 11.9. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Vendor and its subcontractors and lower tier subcontractors. The Vendor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. 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 be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the VENDOR is engaged in a business which provides locating services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the VENDOR may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the VENDOR may perform services for clients who are or may have matters before the Town Council, provided VENDOR discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the VENDOR'S representation.
- 12.2. VENDOR R represents that is has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, VENDOR further represents that no person having any interest shall be employed for said performance. VENDOR shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association,

interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that VENDOR may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by VENDOR, the TOWN shall so state in the notification and VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by VENDOR under the terms of this Agreement.

13. E-VERIFY REGISTRATION AND USE

EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors and subcontractors performing the Work, providing supplies, or providing services under this Contract.

Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

Pursuant to Section 448.095 F.S., beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

Subcontractors –

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095 F.S. (Refer to Bid Proposal forms)
- (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

Contractor must provide evidence of compliance with Section 448.095 F.S. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

Failure to comply with this provision is a material breach of the Agreement, and shall result in immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

14. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest

(as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

15. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

16. DOCUMENTS COMPRISING CONTRACT

16.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.

- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda, appendices and exhibits which are part of the RFP set forth above.
- b. Vendor's Certificate of Insurance
- c. Vendor's Proposal and all included documents as a response to the TOWN'S RFP

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

Thomas J. Baird, Town Attorney

VENDOR

InfoSend, Inc.
4240 E. La Palma Ave.
Anaheim, CA 98207

Russ Rezai, President

(CORPORATE SEAL)

ATTEST

Devin Romano HR Manager
PRINT NAME AND POSITION

EXHIBIT A: SCOPE OF SERVICES

Introduction

The Town is soliciting sealed proposals for professional utility bill and late notice printing and mailing services for the utility billing operations of its Water and Stormwater Utility Systems.

The purpose of this contract is to obtain the services of a qualified and experienced firm specializing in the business of providing professional utility bill and late notice printing and mailing services for the Town of Jupiter in the paragraph below.

A contract may be awarded on a non-exclusive basis for an initial contract period wherein services that shall take effect March 1, 2025 and continue through September 30, 2026, with the option to renew annually, by mutual agreement for three (3) additional one (1) year terms up to a cumulative total of four (4) years and seven (7) months.

Scope of Work (Vendor Responsibilities)

The selected vendor shall support Town staff with its utility billing system printing and mailing operations as generated by Advanced Utility Systems CIS Infinity software, provided by Harris Corporation. All work to be performed under this Contract is preferred, but not required, to be located where delivery of mailed utility bills to the utility customer will not be longer than 2 days after receipt of billing files by the vendor. It is also preferred, but not required, that the selected vendor have previous experience working with Advanced Utility Systems CIS Infinity software versions 3, 4, and 5.

The Town has an average monthly billing of 30,800 plus accounts, with about 23,000 receiving mailed bills. Of the 23,000 mailed bills, 87% are sent within Florida, 12.9% out of state, and 0.1% internationally. There are currently 33 billing cycles, with billing occurring approximately 17 days out of the month. There is also an average of 2,700 late notices per month that are billed daily as needed. The Town currently bills about 17 days out of the month.

In addition, throughout the year, the Town requires supplemental informational material to be inserted within Utility Bills. The Town's inserts are currently printed by the Town's print vendor. The selected vendor for this RFP will be mailed the inserts to be inserted with the Utility bills. Should the need arise, the Utility Bill Print vendor may also be asked to print the inserts. Digital insert samples and specifications are attached in the Appendices.

The selected vendor may be asked to provide printing and mailing services for the Town's backflow prevention assembly testing notices. This includes printing and mailing a first and, if necessary, second notice to customers needing inspections of their backflow assembly devices. Currently, the Town has approximately 8,400 backflow assembly devices, with around 3,700 installed at commercial accounts and 5,700 at residential accounts. Notices for commercial accounts are mailed annually, while residential notices are mailed biennially.

The successful proposer(s) will provide a full range of professional bill printing and mailing services for the Town. These services will include, but not be limited to, the following:

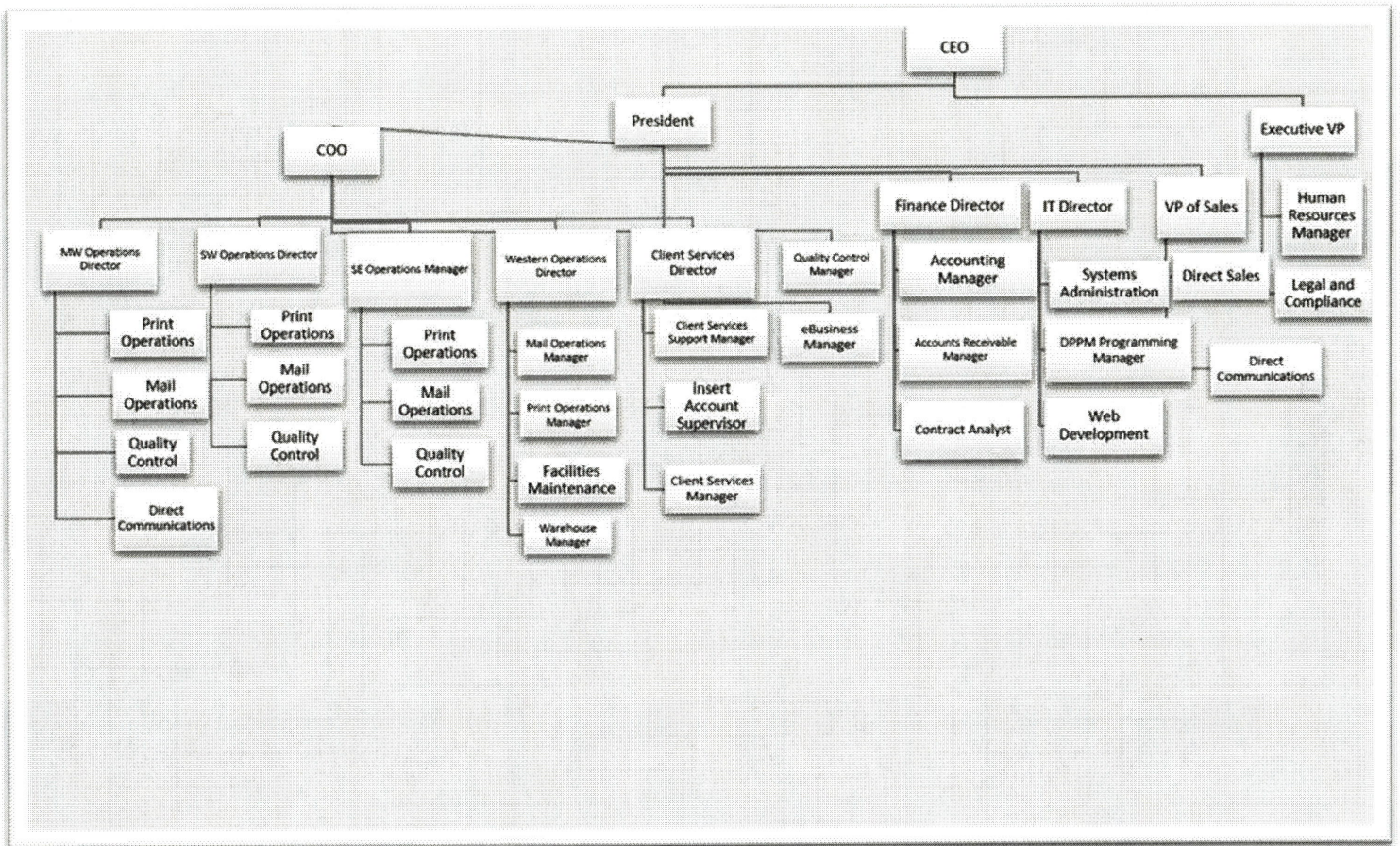
Utility Bill Printing and Mailing:

Emphasis in the Scope of Services should be placed upon, but not limited to, the following general types of utility bill printing and mailing services and tasks, as requested by the Town:

1. Ability to accept either a PDF, or other electronic file, for printing bills and notices at the discretion or determination of the Town.
2. Print utility bills in 1 color format on one side of one piece of white, 8.5" x 11" perforated paper, with the ability to accommodate bills that require two pages.
3. The Vendor shall print account information on the bottom of the stub, in the font "OCR A Extended" to be read by the Town's check scanner.
4. Print utility notices from a PDF, or other electronic file, as presented in 2 color formats on one side of one piece of white 8.5" x 11" paper.
5. Vendor shall fold utility bills and notices and insert them along with a VENDOR provided #9 return window envelope within a VENDOR provided #10 mailing window envelope. The #9 return envelope shall include security tint and be pre-printed with a "PLACE STAMP HERE" box at the top right corner, and 3 lines at the top left corner for the sender to write their address.
6. Manipulate the customer mailing address on both the bills and the notices to conform to the current United States Postal Service (USPS) standards for optimal mailing discounts and deliverability.
7. Vendor will be required from time to time to provide selective inserts to accounts by Cycle/Book, location street name, jurisdiction, parcel ID or other criteria, or any combination thereof as requested by the Town.
8. Inserts will be provided to Vendor by the Town or the Town may request Vendor to print inserts from time to time. Vendor should provide unit costs to (a) insert the 3rd party inserts and (b) unit costs for vendor's service to print and insert the inserts.
9. Mail all prepared bills to the customer from an authorized mailing facility of the USPS by first class mail.
10. Make available quickly obtainable detailed reporting associated with the bill production, inserting and mailing costs and totals. This reporting shall be readily accessible to Town staff through a vendor supplied web portal. Reporting shall include, at minimum, the following content: job code, processing dates, printing, mailing & insert outputs, individualized mail tracking and costs. Town staff should be able to obtain daily and monthly reports. Reports should have the ability to be obtained in either PDF, Excel, or CSV file formats.
11. Vendor shall respond to all Town inquiries within two business days, recognizing that time is of the essence, and shall diligently work to provide resolutions in a timely and reasonable manner.

The selected firm will be required to negotiate a contract which is subject to the approval of the Jupiter Town Council. The selected firm understands that time is of the essence as it relates to receiving, printing and mailing the bills and notices to the customer.

EXHIBIT B: ORGANIZATIONAL CHART



PRICE PROPOSAL FORM

Utility Bill and Late Notice Printing and Mailing Services (W2504)

Instructions for filling out:

Please fill in cells E7 and E12 through E56 only.

Note: Rows 43 through 65 are for optional bundled print and mailing services.

One-Time Fees

Item	Description	
	Implementation Costs	\$ -
	Indemnification	\$ 100.00

Recurring Fees

Item	Description	Frequency	Estimated Quantity	Unit	Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
Printing & Mailing	Single Page Statement Printing Fee	Monthly	23,000	Per Page	\$ 0.0560	\$ 1,288.00	\$ 15,456.00
	Single Page Statement Printing Fee (Notices)	Monthly	2,700	Per Page	\$ 0.0560	\$ 151.20	\$ 1,814.40
	Data Processing	Monthly	23,000	Per Document	\$ -	\$ -	\$ -
	Data Processing (Notices)	Monthly	2,700	Per Document	\$ -	\$ -	\$ -
	8.5" x 11" white paper with perforation	Monthly	23,000	Per Page	\$ 0.0150	\$ 345.00	\$ 4,140.00
	8.5" x 11" white paper with perforation (Notices)	Monthly	2,700	Per Page	\$ 0.0150	\$ 40.50	\$ 486.00
	#10 Double Window Envelope	Monthly	23,000	Per Bill	\$ 0.0230	\$ 529.00	\$ 6,348.00
	#10 Double Window Envelope (Notices)	Monthly	2,700	Per Bill	\$ 0.0230	\$ 62.10	\$ 745.20
	#9 Single Window Return Envelope	Monthly	23,000	Per Bill	\$ 0.0200	\$ 460.00	\$ 5,520.00
	#9 Single Window Return Envelope (Notices)	Monthly	2,700	Per Bill	\$ 0.0200	\$ 54.00	\$ 648.00
	Mailing Fee	Monthly	23,000	Per Bill Mailing	\$ -	\$ -	\$ -
	Mailing Fee (Notices)	Monthly	2,700	Per Bill Mailing	\$ -	\$ -	\$ -
	Domestic (Estimated)	Monthly	23,000	Per Bill Mailing	\$ 0.5400	\$ 12,420.00	\$ 149,040.00
	Domestic - Notices (Estimated)	Monthly	2,700	Per Bill Mailing	\$ 0.5400	\$ 1,458.00	\$ 17,496.00
Postage	International (Estimated)	Monthly	230	Per Bill Mailing	\$ 1.6500	\$ 379.50	\$ 4,554.00
	International - Notices (Estimated)	Monthly	27	Per Bill Mailing	\$ 1.6500	\$ 44.55	\$ 534.60
	Water Quality Report	Annually	23,000	Per Insert	\$ 0.0100	\$ 230.00	\$ 230.00
	Town Times Newsletter	Quarterly	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
Insert Fee Only	Recreation Newsletter	Quarterly	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	Mayor Letter	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	Hurricane Guide	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	Jupiter Jubilee	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	Lock-It Rack Card	Annually	19,500	Per Insert	\$ 0.0100	\$ 195.00	\$ 195.00
	National Change of Address (NCOA)	Monthly	58	Per Correction	\$ 0.3200	\$ 18.56	\$ 222.72
Miscellaneous	Print Image Archiving - 36 Month Retention	Monthly	23,000	Per Document Image	\$ 0.0260	\$ 598.00	\$ 7,176.00
	Excess Pages	Monthly	47	Per Mail Piece	\$ 0.4000	\$ 18.80	\$ 225.60
	Batch Fee (batches under minimum job threshold)	Monthly		Per Job	\$ 5.0000		
	Portal Fee	Monthly	1	Per Month	\$ -	\$ -	\$ -
Optional Services	Backflow Notice 1	Annually	8,400	Per Notice	\$ 0.0970	\$ 814.80	\$ 9,777.60
	Backflow Notice 2		8,400	Per Notice	\$ 0.0970	\$ 814.80	\$ 9,777.60
	Final Backflow Notice		8,400	Per Notice	\$ 0.0970	\$ 814.80	\$ 9,777.60
Optional Bundled Services	Water Quality Report	Annually					
	Printing and Inserting		23,000	Per Insert	\$ 0.1180	\$ 2,714.00	\$ 2,714.00
	Printing and Direct Mailing		10,000	Per Mail Piece	\$ 0.3910	\$ 3,910.00	\$ 3,910.00
	Town Times Newsletter	Quarterly					
	Printing and Inserting		19,500	Per Insert	\$ 0.3900	\$ 7,605.00	\$ 7,605.00
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.7590	\$ 6,072.00	\$ 6,072.00
	Recreation Newsletter	Quarterly					
	Printing and Inserting		19,500	Per Insert	\$ 0.2020	\$ 3,939.00	\$ 3,939.00
	Printing and Direct Mailing		8,500	Per Mail Piece	\$ 0.6270	\$ 5,329.50	\$ 5,329.50
	Mayor Letter	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.0660	\$ 1,287.00	\$ 1,287.00
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.4910	\$ 3,928.00	\$ 3,928.00
	Hurricane Guide	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.1120	\$ 2,184.00	\$ 2,184.00
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.5370	\$ 4,296.00	\$ 4,296.00
	Jupiter Jubilee Rack Card	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.0648	\$ 1,263.60	\$ 1,263.60
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.3430	\$ 2,744.00	\$ 2,744.00
	Lock-It Rack Card	Annually					
	Printing and Inserting		19,500	Per Insert	\$ 0.0648	\$ 1,263.60	\$ 1,263.60
	Printing and Direct Mailing		8,000	Per Mail Piece	\$ 0.3430	\$ 2,744.00	\$ 2,744.00

Estimated Total Costs For First Year of Service

Description of Total Services	Total Cost
Single Page Statement Printing Fee, Data Processing, 8.5" x 11" Paper, #10 Envelope, #9 Return Envelope, Mailing Fee, Postage(Domestic), WQR Inserts, Print Image Archiving, Portal Fee	\$ 214,188.20

TAB H – PRICING/FEE SCHEDULE:

Each Proposer (including sub-vendors) is required to include the following:

- **Price Proposal:** A Price Proposal form, in Excel format, is included with this RFP. Proposers are required to submit their formal unit pricing using this form. Only the Town's Price Proposal form will be accepted. The completed Excel file must be included on the USB submitted with the Proposer's response.

InfoSend has completed the Price Proposal Form in Excel format and included it on USB with the RFP response.

- **Fee Schedule:** Proposer's shall also include a copy of their schedule of fees, in PDF format, and identify and additional costs that may apply to the Work of this contract, which may not be identified on the Town's Price Proposal form.

Client Volume Assumptions

Customers Contacted or Billed Monthly

-Approximately 26,000 Bills and Notices per month

Number of Batches Monthly

-33 billing cycles with billing occurring approximately 17 days out of the month

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary

Utility Bill Package includes: one printed page up to 2/2 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.114 per document
Past Due Notice Package includes: one printed page up to 2/2 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.114 per document
Back Flow Notice Package includes: one printed page up to 4/1 ink, InfoSend outgoing #10 envelope and no return envelope	\$0.097 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing

Setup Fee - Express PDF Input Files	\$0.00 – Waived for existing client
Setup Fee – Data Only Input Files	\$0.00 – Waived for existing client
Document Re-Design Fee	\$150.00 – per hour after Go Live
Data Processing Fee (per document)	\$0.00 – Included

Printing and Mailing Service

Utility Bill or Notice Printing & Mailing Fee per Page with 4/1 Ink	\$0.056
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.056 for up to 2/2 printing \$0.059 for 4/0 or 4/1 printing \$0.061 for 4/4 printing

Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.40
Address Updates – per “hit” (address that gets updated)	\$0.32 NCOA \$0.32 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	

Materials

Standard 8.5" x 11" Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.023
Standard Single Window Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.195

Insert Services

InfoSend Produced	Quoted based on specification
Water Quality Report	\$0.118 per insert – based on 23,000 \$0.391 per mail piece – based on 10,000
Town Times Newsletter	\$0.390 per insert – based on 19,500 \$0.759 per mail piece – based on 8,000
Recreation Newsletter Insert	\$0.202 per insert – based on 19,500 \$0.627 per mail piece – based on 8,500
Mayor Letter	\$0.066 per insert – based on 19,500 \$0.491 per mail piece – based on 8,000
Hurricane Guide	\$0.112 per insert – based on 19,500 \$0.537 per mail piece – based on 8,000
Jupiter Jubilee Rack Card	\$0.0648 per insert – based on 19,500 \$0.343 per mail piece – based on 8,000
Lock It Rack Card	\$0.0648 per insert – based on 19,500 \$0.343 per mail piece – based on 8,000
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	\$0.01 per insert

Optional Document Services

Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.026 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	Option 1: \$0.009 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch. Option 2: \$0.015 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

EXHIBIT D: CERTIFICATE OF INSURANCE

A copy of the vendor's certification of liability insurance will be inserted upon contract execution.

[Insert Vendor Supplied Certificate of Liability Insurance]

NOTICE OF AWARD

DATE: December 4, 2024

TO: InfoSend, Inc.
4240 E. La Palma Ave.
Anaheim, CA 92807

ATT: Russ Rezai, President

Contract: Utility Bill and Late Notice Printing and Mailing Services (W2504)
Town of Jupiter Utilities
Jupiter, FL

This is to advise you that on December 3, 2024, the Jupiter Town Council approved award of the above referenced contract to your firm as a result of your Proposal dated October 24, 2024, for the contract unit prices identified in Exhibit C of the Agreement.

Enclosed is a fully executed Agreement/Contract for your files along with a Notice to Proceed delineating the Contract Time for the initial term.

We look forward to working with your firm.

Sincerely,

Brittany George
Town of Jupiter
Utilities Business Administrator

Enclosed
cc:

NOTICE TO PROCEED (NTP)

DATE:

TO: InfoSend, Inc.
4240 E. La Palma Ave.
Anaheim, CA 92807

ATT: Russ Rezai, President

CONTRACT: Utility Bill and Late Notice Printing and Mailing Services (W2504)
Town of Jupiter Utilities
Jupiter, Florida

One fully executed copy of your Contract is enclosed. The commencement date whereby production services must begin, is March 1, 2025. The contract completion date is September 30, 2026.

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Town of Jupiter Utilities will monitor the progress of the work and conformance with the Contract.

We look forward to working with you.

Sincerely,

Brittany George
Town of Jupiter
Utilities Business Administrator

Enclosed
cc:

TOWN OF JUPITER
Support for MICFEC to seek procurement of the Consultants for the Palm Beach County
Countywide Transportation Plan



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 139-24, to support the Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) to seek procurement and oversight of consultants for the development of a countywide transportation plan and supporting the formation of a technical advisory committee

EXECUTIVE SUMMARY

Town staff is providing Resolution 139-24 for consideration by Town Council to support MICFEC seeking procurement and oversight of consultants for the development of a countywide transportation plan and supporting the formation of a technical advisory committee.

Earlier this year, the Board of County Commissioners and the Palm Beach County League of Cities determined that it was not in the best interest of Palm Beach County residents to renew the penny infrastructure surtax. Following the decision to not extend the penny infrastructure surtax, Palm Beach County began discussions on the development of a transportation plan and consideration for the possibility of moving forward with a separate transportation surtax to fund transportation related projects. Population growth has consistently outgrown Palm Beach County's existing transportation network and Palm Beach County, municipalities, and other local governments feel it is in the best interest of the residents to work collaboratively to develop a Countywide Transportation Plan.

ANALYSIS

To ensure the development of a collaborative and comprehensive Plan, the engagement of a consulting firm of national and/or international experience will be required. The draft scope of services for the development of a request for proposals is being crafted by the Palm Beach County City Managers Association and will be distributed to the County and the municipalities. The Intergovernmental Coordination Programs (ICP) MICFEC will serve as the oversight board for the selected consulting firm. MICFEC is comprised of two County Commissioners, one School Board Member and four municipal elected officials. Additionally, an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) will serve as the Technical Advisory Committee. This process ensures that no one entity will control the development of the plan and all stakeholders will contribute toward its development.

In the event the Town Council approves Resolution 139-24, to support MICFEC seeking procurement and oversight of consultants for the development of a countywide transportation

plan and support the formation of a technical advisory committee, Town staff will provide the executed resolution to MICFEC for their records.

STRATEGIC PRIORITY

- Mobility
- Manage Growth

ATTACHMENTS

1. Resolution 139-24

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.

RESOLUTION NO. 139-24

A RESOLUTION ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, SUPPORTING THE MULTIJURISDICTIONAL ISSUES COORDINATION FORUM EXECUTIVE COMMITTEE (MICFEC) TO SEEK PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the movement of people, goods, and services in, around, and throughout Palm Beach County relies on an interconnected transportation network and related transportation services; and

WHEREAS, the transportation network and transportation services are the responsibility of multiple jurisdictions and governmental agencies such as the Florida Department of Transportation, Palm Beach County, local municipalities, and various taxing districts and authorities; and

WHEREAS, citizens are focused on going to and from their destinations and are mostly unaware of jurisdictional boundaries, ownership responsibilities, and funding sources for these transportation networks and services; and

WHEREAS, the quality, mode of travel, reliability, safety, and time required for people, goods, and services to move within the county's limits has tremendous impacts on every aspect of life in Palm Beach County; and

WHEREAS, population growth in recent years has consistently outpaced the existing transportation network's capabilities creating excessive traffic, longer travel times, safety issues, extra expenses, and burdens on the travelling public within Palm Beach County; and

WHEREAS, population growth is expected to continue to increase for the foreseeable future due to the desirability and quality of life in south Florida and Palm Beach County; and

WHEREAS, a Countywide Transportation Plan is the best way to effectively address the issues involved with the transportation network and services that exist now and, in the future; and

WHEREAS, the Board of County Commissioners, the Town of Jupiter, the other municipalities, and the taxing districts recognize that it is necessary to work together in a constructive and proactive manner in order to benefit of all our citizens; and

WHEREAS, expertise in developing a collaborative and comprehensive Countywide Transportation Plan requires the engagement of a Consulting Firm of National/International reputation, experience, and capabilities; and

WHEREAS, the only entity of which the municipalities and the County are officially connected for purposes of working together to address issues of a countywide nature is the Intergovernmental Coordination Program (ICP); and

WHEREAS, the ICP is identified in the County and the cities' Comprehensive Plan Intergovernmental Coordination Elements (ICE) and whose membership is memorialized via Interlocal Agreements; and

WHEREAS, the ICP membership also includes the taxing authorities and districts who build and maintain transportation infrastructure; and

WHEREAS, utilizing the ICP can provide unified, trusted, and collaborative outcomes which provide for input from all interested governmental entities; and

WHEREAS, the ICP will need the full support of the members both at the Policy level, through elected officials, and the staff levels to make this process work; and

WHEREAS, the Town Council finds that joining with fellow municipalities, Palm Beach County, and other local governments in a collaborative process for purposes of developing and creating a true Countywide Transportation Plan is in the best interest of the Town and serves a valid public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Council supports the following as necessary for the achievement of a Countywide Transportation Plan:

1) Creating a Scope of Services by the Palm Beach County City Manager's Association through an internal process of which the final version will be distributed to the County and the municipalities.

2) The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm hired to compose the Countywide Transportation Plan providing policy level activities specifically related to the contractual relationship, holding of public meetings with the Consulting Firm, providing direction to the Technical Advisory Committee (TAC), facilitating engagement and participation of the ICP membership, and making recommendations to the governing bodies of the County, municipalities and others.

3) The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) by adding personnel from municipalities, Palm Beach County, the Transportation Planning Agency, the Florida Department of Transportation, Tri-Rail, and PalmTran, that are experts in the engineering, public works, planning, and information technology fields, in addition to others as deemed appropriate by MICFEC to serve as the TAC. As the subject matter experts, the TAC will provide information and advice as required by the Consulting Firm and MICFEC.

4) The coordination and processing of the contract with the selected Consulting Firm by use of the County government as the responsible agency for contract administration including but not limited to assuring compliance with the terms and conditions of the contract and invoice processing and payments.

Section 3. This Resolution shall take effect immediately upon its execution.

TOWN OF JUPITER
Fire Training Cooperation Interlocal Agreement with City of Palm Beach Gardens



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution No. 141-24 Fire Training Cooperation Interlocal Agreement with City of Palm Beach Gardens

EXECUTIVE SUMMARY

Staff requests the Town Council approve a Fire Training Cooperation Interlocal Agreement for Fire/Rescue with the City of Palm Beach Gardens, with the Town Manager being authorized to execute the Training Cooperation ILA on the Town's behalf. The Training Cooperation ILA will go into effect upon approval and will expire ten years from the approval date. The Town Attorney has reviewed the attached agreement and finds it to be in acceptable form.

ANALYSIS

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 the basis of mutual advantage. Jupiter is bordered on the south by the City of Palm Beach Gardens. The Town of Jupiter and the City of Palm Beach Gardens find it mutually advantageous and in the public interest to enter into an interlocal agreement for fire training cooperation (Attachment 2). Under this agreement, each municipality will be responsible for all costs of providing training personnel and expendable resources related to training.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Resolution 141-24 Fire Training Cooperation Interlocal Agreement Palm Beach Gardens
2. Town of Jupiter Fire Training Cooperation Interlocal Agreement

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shirley Saunier at ShirleyS@Jupiter.fl.us or 561-741-2456.

RESOLUTION NO. 141-24

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING THE TOWN
MANAGER TO ENTER INTO INTERLOCAL AGREEMENT
FOR FIRE/RESCUE TRAINING BETWEEN THE CITY OF
PALM BEACH GARDENS AND THE TOWN OF JUPITER**

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

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 in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Town and the City of Palm Beach Gardens (City) has a municipal fire department with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, the Town and City require their respective fire-rescue personnel and/or employees to undergo training in various aspects of firefighting, including quarterly ISO training, emergency medical services, and technical rescue; and

WHEREAS, the Town and City acknowledge that fire, emergency medical, and technical rescue training are inherently dangerous; and

WHEREAS, the Town and City deem it mutually advantageous to enter into this Agreement providing for cooperative and mutual training to maximize the efficiency and effectiveness of fire rescue services in the public interest. And,

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA:**

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager is hereby authorized to execute the Training Cooperation Interlocal Agreement for Fire/Rescue Assistance between the City of Palm Beach Gardens and the Town of Jupiter, a copy of which is attached hereto and incorporated herein.

Section 3. This resolution shall take effect immediately upon its execution.

#5902297 v1 26503-00001

**FIRE/RESCUE TRAINING INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF PALM BEACH GARDENS
AND THE TOWN OF JUPITER**

THIS FIRE/RESCUE TRAINING INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2024, by and between the **CITY OF PALM BEACH GARDENS**, a Florida municipal corporation (hereinafter "PBG" or "Party"), and the **TOWN OF JUPITER**, a Florida municipal corporation (hereinafter "TOJ" or "Party") (PBG and TOJ hereinafter referred to collectively as the "Parties").

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 in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties to this Agreement each have a municipal fire department with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency response capabilities; and

WHEREAS, each Party requires its fire-rescue personnel and/or employees to undergo training in various aspects of firefighting, including quarterly Insurance Service Office (ISO) public protection classification training, emergency medical services, and technical rescue; and

WHEREAS, each Party acknowledges that fire, emergency medical, and technical rescue training are inherently dangerous; and

WHEREAS, the Parties deem it mutually advantageous to enter into this Agreement providing for cooperative and mutual training to maximize the efficiency and effectiveness of fire rescue services in the public interest.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefit following from each to the other, PBG and TOJ do hereby agree as follows:

1 TRAINING COOPERATION; OPERATIONS

1.1. Training; Types & Location: PBG and TOJ agree to cooperate on training for fire suppression, emergency medical services, and technical rescue within the terms

and conditions set forth by this Agreement. Training under this Agreement shall extend to all areas the Parties serve, including areas covered by and/or through service agreements. Training may occur at either Party's facilities, including the PBG Fire Rescue training center ("PFRTC"), as determined by the Parties for each training evolution. "Host Party" is the Party at which the training evolution is being conducted. "Utilizing Party" is the Party undergoing training. "Host Facility" is the facility at which training is being conducted.

1.2. Scheduling: Host Facility usage will be scheduled according to a training scheduling policy set by the Parties. The Parties acknowledge that the PFRTC will be used by the Parties, as well as other outside agencies, and that such usage will require schedule coordination. The Parties shall schedule training exercises with as much advance notice as is practicable to create the highest probability that facilities will be available for the desired training evolution. The Parties shall utilize best efforts to make their respective facilities available for requested training sessions. The Parties acknowledge and agree that facility availability for requested training sessions cannot be guaranteed. All scheduling requests shall be made through each Party's Fire Chief or their designee. Scheduling conflicts will be resolved at the sole and absolute discretion of the Host Party.

1.3. Command Authority: The Host Party shall retain ultimate authority over the facility at which training is taking place. However, each Party shall have an on-site supervisor present at all times throughout the duration of any training evolution. Utilizing Party personnel participating in any training evolution shall remain under the command of the Utilizing Party at all times. Each Party shall retain control over its personnel, the rendition of services, standards of performance, discipline of their respective personnel, and other matters incidental to execution of the training evolution. Each Party authorizes its Fire Chief, or his or her designee, to meet with the other Party's Fire Chief, or his or her designee, to develop policies, plans, and procedures regarding operations and training. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer such plans and procedures.

1.4. Remuneration: The Parties agree that the Host Party shall be entitled to reimbursement for the cost of goods or services directly from the Utilizing Party at the sole discretion of the Host Party, so long as such costs are mutually agreed upon prior to commencement of the training evolution by each Party's respective Fire Chief.

Each Party shall exercise reasonable care to avoid damaging any training facility. The Utilizing Party shall notify the Host Party immediately of any damage to the Host Party's training facility. Such Utilizing Party shall be responsible for all costs associated with the repair, replacement, and restoration of the training facility to the same or better condition as existed prior to the event giving rise to the damage, excepting normal wear and tear.

1.5. Rules of Facility Use: Each Party agrees to abide by the rules, regulations, and policies in effect for the Host Facility at the time the training evolution occurs. Each Party agrees that failure to comply with Host Facility rules, regulations, and policies may

result in the immediate termination of any training evolution at the Host Party's sole and absolute discretion.

- The Utilizing Party shall at all times conduct its training exercises so as not to interfere with, obstruct, or endanger the other Host Party's operations, facilities, and/or the public.
- The Utilizing Party agrees to keep the Host Facility in a neat and clean condition as is reasonably practicable considering the character of the training evolution being conducted. Nonetheless, upon conclusion of the training evolution, the Utilizing Party shall return the Host facility to same or better condition as existed prior to commencement of the subject training.
- If the Utilizing Party desires to have its instructors conduct/lead training at the Host Facility, such Utilizing Party instructors may be required by the Host Party to complete an orientation session and provide documentation of their credentials prior to being allowed to provide instruction.

1.6. Safety: The Parties shall jointly conduct a physical inspection of the Host training facility or area for any hazards or dangerous conditions on the premises or equipment prior to each use. If any such hazards and/or dangerous conditions are discovered, training will not commence until the subject hazards and/or dangerous conditions have been properly remedied. The Utilizing Party shall adhere to NFPA Code 1403 by ensuring that a safety officer/operator is present during the use of the live fire training props and one (1) additional safety officer is present for every five (5) firefighter trainees. The Utilizing Party must use safety officers from a list approved by the Party's Fire Chiefs for any training session involving live fire training props. The Parties agree to comply with all applicable Florida Statutes (including, but not limited to, Chapter 633, Florida Statutes) and Florida Administrative Code 69A as it applies to the training contemplated by this Agreement.

1.7. HIPAA Compliance: Both Parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and, therefore, are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, the Parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations, and until such amendment has been properly executed, the superseding HIPAA regulations shall control.

2 EMPLOYEES; REPRESENTATIVES

2.1. Representative and Contract Monitors: PBG's representative and Contract Monitor during the performance of this Agreement shall be the Chief of Operations, whose telephone number is (561) 799-4326. TOJ's representative and contract monitor during the performance of this Agreement shall be the Deputy Chief of Operations, whose telephone number is (561) 741-2459.

2.2. Personnel Functions: No personnel of either Party to this Agreement shall perform any function or service that is not within that personnel's scope of duties as defined or determined by the subject Party.

2.3. Personnel Claims, Benefit, etc.: No personnel, employee, officer, or agent of either Party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No personnel of either Party shall be deemed the personnel of the other for any purpose during the performance of services hereunder or while participating in training.

3 EFFECTIVE DATE; TERM

3.1. Effective Date and Term: This Agreement shall take effect upon being fully executed by both Parties and filed in the Public Records of Palm Beach County (the "Effective Date") and shall continue for a term of ten (10) years, unless sooner terminated as provided herein.

3.2. Notice of Termination: Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days' prior written notice to the other Party.

4 ACKNOWLEDGMENT OF RISK, INDEMNIFICATION, AND HOLD HARMLESS

4.1 Acknowledgment of Risk: Each Party acknowledges that fire, emergency medical, and technical rescue training is inherently dangerous and could result in serious bodily injury and/or death. The Parties further acknowledge that the mere physical presence of its fire-rescue personnel and/or employees at, in, or on the grounds of a training facility or during training exercises exposes those personnel to such risks.

4.2 Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance, and rules, and all pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of the personnel of either Party when performing their respective functions within the territorial limits for their respective municipalities, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel and for loss or damage of equipment shall be borne by the Party employing such personnel and owning or possessing such equipment.

4.3 Indemnification: Each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, agents, employees, servants, designees, and appointees from and against any and all claims, suits, and demands of liability, loss, or damage whatsoever, including attorneys' fees and costs and attorneys' fees and costs on appeal, and from any actions or causes of action, whether known or unknown, foreseen or unforeseen, fixed, accrued, or contingent, liquidated or unliquidated, matured or unmatured, direct or derivative, or consequential arising from contract, tort, statute, regulation, or otherwise arising from or in any way connected with the Party's access to, use of, and/or mere presence at the other Party's training facility. The foregoing indemnification is subject to the monetary limits set forth at Section 768.28, Florida Statutes, 2023, nor shall the same be construed to constitute an agreement by either Party to indemnify the other Party for such other Party's negligent, willful, or intentional acts or omissions. This provision shall survive the term of this Agreement.

5 CONFLICT RESOLUTION; CLAIMS

5.1 Conflicting Resolution. Any dispute or conflicts between the Parties that arise from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either Party initiating the intergovernmental conflict resolution process provided for at Chapter 164, Florida Statutes.

5.2 Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall 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 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 or 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.

5.3 Notice of Suits: Each Party agrees to notify the other of any claim or the initiation of any legal proceeding against it that relates in any manner to the services

provided by the other Party. Each Party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

6 GENERAL CONTRACT TERMS

6.1 Equal Opportunity: Each Party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, color, sex, sexual orientation, pregnancy, religion, disability, age, marital status, national origin or ancestry.

6.2 Annual Appropriations: Each Party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

6.3 Notices: All written notices required under this Agreement shall be sent via hand-delivery, overnight courier, or electronic mail at the following addresses:

PBG: Palm Beach Gardens Fire Rescue
Deputy Fire Chief
4425 Burns Road
Palm Beach Gardens, FL 33410
Email: jippolito@pbgfl.com

with a copy to:

R. Max Lohman, Esq.
City Attorney
10500 N. Military Trail
Palm Beach Gardens, FL 33410
Email: mlohman@pbgfl.gov

TOJ: Jupiter Fire Rescue Department
Fire Chief
210 Military Trail
Jupiter, FL 33458
Email: DarrelD@jupiter.fl.us

with a copy to:

Thomas J. Baird
Town Attorney
4741 Military Trail, Suite 200
Jupiter, FL 33458
Email: tbaird@jonesfoster.com

Any change to the addresses set forth above must be provided to the other Party by following the provisions of this section.

6.4 Records: Each Party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each Party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research, or reports, in accordance with Florida law.

6.5 Assignment of Rights: Neither Party shall assign, transfer, or convey, in whole or in part, its rights, duties, or obligations under this Agreement without the prior written consent of the other.

6.6 Modification and Amendment: 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 and equality of dignity herewith.

6.7 Captions: The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

6.8 No Transfer of Power. Nothing in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, Florida Statutes. The Parties' governing authorities shall each retain all legislative authority with regard to their respective governing bodies.

6.9 Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect to the greatest extent possible under the law.

6.10 Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

6.11 Joint Preparation: The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

6.12 None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to anyone other than the Parties to this Agreement.

6.13 Triplicate Execution; File with Clerk. This Agreement shall be signed in triplicate by both Parties and filed for record by the City with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01 of Florida Statutes.

6.14 Entirety of Agreement. This Agreement represents the Parties' entire understanding and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

CITY OF PALM BEACH GARDENS

TOWN OF JUPITER, FLORIDA

By: _____
Ronald M. Ferris, City Manager

By: _____
Frank Kitzerow, Town Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

By: _____
Laura Cahill, MBA, CMC, Town Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

By: _____
Thomas J. Baird, Town Attorney

TOWN OF JUPITER
Fee schedule for EMS transport billing for Jupiter Fire Rescue Department



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution 142-24 approves the fee schedule for EMS transport billing for the Jupiter Fire Rescue Department

EXECUTIVE SUMMARY

Staff requests the Town Council approve a fee schedule for the EMS transport billing for the Jupiter Fire Rescue Department. The Town Attorney has reviewed the attached document and finds it to be in an acceptable form.

ANALYSIS

Medicare allows for ground transport service fees. The Jupiter Fire Rescue Department fee schedule is consistent with the current fee schedule provided by Palm Beach County Fire Rescue Department. If Resolution 142-24 is approved, the Jupiter Fire Rescue Department will be authorized to establish fees for service.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 142-24 - Fee Schedule for EMS transport billing for Jupiter Fire Rescue Department

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shirley Sauner at Shirleys@jupiter.fl.us or 561-741-2456.

RESOLUTION NO. 142-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A BILLING FEE STRUCTURE FOR THE JUPITER FIRE RESCUE DEPARTMENT TO CHARGE FOR EMERGENCY MEDICAL SERVICE TRANSPORT OF PATIENTS TO AREA HOSPITALS; ESTABLISHING A FEE SCHEDULE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) has created a Fire Rescue Department (“Department”); and

WHEREAS, the Town council seeks to establish a system for billing for Emergency Medical Service transports to area hospitals; and

WHEREAS, the Town Council recommends a set fee schedule for the Emergency Medical Services transport billing program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. An EMS transport billing fee structure is hereby established so that the Jupiter Fire Rescue Department can bill for medical transportation to area hospitals.

Section 2. The Jupiter Fire Rescue Department fees for medical transports to area hospitals are hereby set at \$730.00 for Basic Life Support (BLS), \$730.00 for Advance Life Support Level 1(ALS 1), \$890.00 for Advance Life Support Level 2 (ALS 2), and \$15.00 per mile for mileage.

Section 3. This Resolution shall take effect immediately upon its execution.

TOWN OF JUPITER
Facility Land Lease Agreement Extension for the Cellular Tower and Equipment Area
Located at 1201 Island Way



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Resolution 145-24 Facility Land Lease Agreement Extension for the Cellular Tower and Equipment Area Located at 1201 Island Way, Jupiter, Florida 33458.

EXECUTIVE SUMMARY

Town staff requests Town Council's approval to extend the facility land lease agreement between the Town of Jupiter and Cello Partnership d/b/a Verizon Wireless for the cellular tower and equipment corral at 1201 Island Way, Jupiter, Florida.

The Town Attorney has reviewed the attached agreement and finds it to be in acceptable form.

ANALYSIS

The current 20-year lease agreement, entered into by order of the Town Council on November 21, 2006, is set to expire on July 21, 2026. To preserve and improve cellular coverage in the Town, both parties wish to extend the facility land lease, consisting of the existing footprint within the parent parcel as described in Exhibit A, and the monopole tower on the site, for four (4) additional five (5) year renewal terms.

Improvements to cellular service will include the addition of a second cellular carrier, and expanding coverage in the area. Extending this lease will allow Verizon Wireless to sublease a portion of the tower to another cellular carrier as provided in section 1. Premises; Tower Leasing and Modifications, subsection 1.7 of the current lease agreement.

As of the effective date of the renewal, rent is payable to the Town of Jupiter in the amount of \$40,858.40 per year with an annual escalation of three (3) percent or the percent increase in the local Consumer Price Index for all Urban Consumers, Miami-Fort Lauderdale-West Palm Beach Average for the immediately preceding year, whichever is greater.

Additionally, a one-time payment of \$15,000 shall be paid to the Town within 30 days of the effective date. The total minimum value of the lease agreement is \$1,112,880 for the twenty years if all renewal terms are activated.

Upon Town Council's approval, the facility land lease agreement currently in effect, will renew at current market rent for four (4) additional five (5) year renewal terms.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 145-24 JCP Cell Tower Facility Land Lease Agreement Extension
2. Proposed Verizon Wireless Facility Land Lease Extension
3. Exhibit A. Parent Parcel Information
4. VERIZON WIRELESS FACILITY LAND LEASE November 2006

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Karl Craig at KarlC@jupiter.fl.us or 561-741-2221.

RESOLUTION NO. 145-24

**APPROVING A FACILITY LAND LEASE AGREEMENT
EXTENSION FOR THE CELLULAR TOWER
AND EQUIPMENT AREA LOCATED AT 1201 ISLAND
WAY, JUPITER, FLORIDA.**

WHEREAS, the Town of Jupiter is the owner (“Owner”) of the property, the legal description of which is attached hereto and incorporated herein as Exhibit “A” (the “Subject Property”); and

WHEREAS, Subject Property is located on 1201 Island Way within Jupiter Community Park; and

WHEREAS, a monopole communications tower was erected on the Subject Property pursuant to previous Town approvals; and

WHEREAS, Owner and tenant (“Tenant”), Cellco Partnership d/b/a/ Verizon Wireless are currently subject to the lease agreement (“Original Lease”) dated November 21, 2006, and

WHEREAS, Tenant entered into an agreement with ATC Sequoia, LLC (“American Tower”) for operation and maintenance of the Subject Property with an effective date of March 27, 2015; and

WHEREAS, Owner and Applicant desire to continue the tenancy created under the Original Lease, but replace the Original Lease with the attached Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The lease agreement submitted by Verizon Wireless is hereby accepted.

Section 2. The Mayor is authorized and directed to execute said lease on behalf of the Town.

Section 3. This Resolution shall take effect immediately upon its execution.

12/3/2024

Attachment 2. Proposed Verizon Wireless Facility Land Lease Extension

THE FIRST AMENDMENT TO TELECOMMUNICATIONS FACILITY LAND LEASE AGREEMENT

This First Amendment to Telecommunications Facility Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Town of Jupiter, Florida**, a municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Telecommunications Facility Land Lease Agreement dated November 21, 2006 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 6, 2024; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord. In the event that Tenant elects to pay the one time payment prior to the satisfaction of any of the conditions precedent, Landlord shall still be required to comply with items (a) through (d) above and the other terms and conditions of this Amendment shall apply and be binding upon issuance of such payment by Tenant.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease, the Parties agree that the Lease, without giving effect to this Amendment and assuming the exercise by Tenant of all remaining renewal terms in the Lease, has a final expiration date of July 31, 2026 (the "**Current Expiration Date**"). Tenant shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence on the day immediately following the Current Expiration Date, and all

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.

3. **Rent and Escalation.** As of the Effective Date the rent payable from Tenant to Landlord under the Lease is **Forty Thousand Eight Hundred Fifty-Eight and 40/100 Dollars (\$40,858.40)** per year, (the “**Rent**”). Commencing on July 31, 2025 and on each successive annual anniversary thereof, (the “**Increase Date**”), Rent due under the Lease, as modified by this Amendment, will be increased by the greater of three (3%) percent or the annual percent increase in the Consumer Price Index for all Urban Consumers, Miami-Fort Lauderdale-West Palm Beach, as published by the United States Department of Labor Statistics (1982-1984 = 100) (the “**Index**”) for the immediately preceding year. As used herein, “preceding year” means the 12-month period ending as of the last day of May, as published in the month of June. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to request a deduction from future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Town of Jupiter, Florida**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect. This section does not apply to any taxes.
4. **Landlord’s Consent.** Landlord hereby confirms its prior consents to the proposed sublease to AT&T Mobility (“**AT&T**”). This consent shall only apply to the sublease to AT&T for use of the tower and shall not constitute consent to future subleases or licenses with other parties for use of the tower. In addition, AT&T may modify the Lease Premises and any facilities or structures thereon in accordance with the terms of the consent previously granted.
5. **Taxes.** The Parties acknowledge and agree that the terms of Section 30 of the Lease remain in full force and effect throughout the New Renewal Terms.
6. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses.
7. **Notices.** The Parties acknowledge and agree that Section 17 of the Lease is hereby deleted in its entirety and is of no further force and effect. Beginning on the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 210 Military Trail, Jupiter, FL 33458; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

8. **Limited Right of First Refusal.** If at any time during the term of the Lease as amended herein, Landlord either: (i) accepts an offer, or (ii) desires to offer, to sell, transfer, grant or convey and/or lease to a third party by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy, in any real property of which the Leased Premises is a part, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, Tenant shall have the right of first refusal to meet any such bona fide offer of transfer, grant, conveyance and/or lease on the same terms and conditions. If Tenant fails to meet such bona fide offer within forty-five (45) days after written notice thereof from Landlord, Landlord may sell, transfer, grant or convey the deed, easement, lease or other interest in such real property to such third party in accordance with the terms and conditions of such third party offer.
9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
10. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

LANDLORD:

Town of Jupiter, Florida,
a municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

Carol Maxime

Carol Maxime

Senior Counsel, US Tower

10/29/2024

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

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EXHIBIT B

FORM OF MEMORANDUM OF LEASE

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/N. Jeanette Robinson, Esq.
ATC Site No: 412256
ATC Site Name: Jupiter FL
Assessor's Parcel No(s): 30-42-40-33-01-000-0020

Prior Recorded Lease Reference:

OR Book 21194, Page 1819
State of FL
County of Palm Beach

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **Town of Jupiter, Florida**, a municipal corporation, ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Telecommunications Facility Land Lease Agreement dated November 21, 2006 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 31, 2046. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

to renew the term of the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 210 Military Trail, Jupiter, FL 33458; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Town of Jupiter, Florida,
a municipal corporation,

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

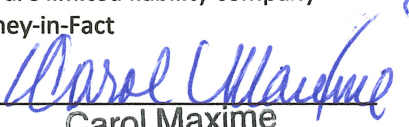
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

TENANT

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: 
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 10/29/2024

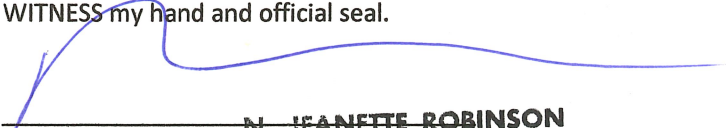
WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 29 day of October, 2024, before me, the undersigned Notary Public, by means of (☒) physical presence or (☐) online notarization, Carol Maxime, Senior Counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public **N. JEANETTE ROBINSON**
Print Name: Notary Public
My commission expires: December 11, 2026
 **Commonwealth of Massachusetts**
My Commission Expires

[SEAL]

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from the vesting deed (or deeds) to the fee owner of the Parent Parcel that includes the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

A parcel of land located in Section 33, Township 40 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of said Section 33, thence North 89° 30' 50" West along the South line of said Section, a distance of 1,327.16 feet to a point on the East line of the West half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 33, (the South line of Section 33, Township 40 South, Range 42 East is assumed to bear North 89° 30' 50" West and all other bearings are relative thereto); Thence North 00° 04' 32" East along the East line of the West half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 33, a distance of 33.00 feet to the POINT OF BEGINNING of the herein described parcel of land; Thence North 89° 30' 50" West along a line 33.00 feet North of and parallel to the South line of said Section 33, a distance of 134.12 feet to a curve having a radial bearing of North 00° 29' 10" East, a radius of 1,140.00 feet, and a central angle of 89° 38' 51". Thence proceed Westerly and Northerly along the arc of said curve, a distance of 1,783.69 feet to the end of said curve and a point on a line 60.00 feet East of and parallel to the North-South Quarter Section line of said Section 33; Thence North 00° 08' 00" East along said parallel line, a distance of 2,320.09 feet; Thence South 89° 30' 50" East along a line parallel to the South line of said Section 33, a distance of 1,263.91 feet; Thence South 00° 05' 39" West, a distance of 856.42 feet to the Northeast corner of the West half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 33; Thence South 00° 04' 32" West along the East line of said West half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 33, a distance of 2,596.70 feet to the POINT OF BEGINNING of the herein described parcel.

Containing in all, 94.00 acres, more or less.

Being situated in the County of Palm Beach, State of FL, and being known as
Palm Beach County APN: 30-42-40-33-01-000-0020 .

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

EXHIBIT A
(continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Landlord.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements: The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A portion of the Southeast one-quarter (SE ¼) of Section 33, Township 40 South, Range 42 East, Palm Beach County, Florida, also being a portion of Lot 121, "TROWELL PARK", according to the Plat thereof, as recorded in Plat Book 15, Page 41, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 33; thence North 89° 30' 50" West, along the South line of said Section 33, a distance of 2397.43 feet; thence North 00° 08' 00" East, along a line parallel with and 256.81 feet East of as measured at right angles to the West line of the East one-half (E ½) of said Section 33, a distance of 1816.03 feet to the POINT OF BEGINNING; thence South 88° 52' 37" West, a distance of 19.00 feet; thence North 01° 07' 23" West, a distance of 29.80 feet; thence South 82° 44' 23" East, a distance of 19.21 feet; thence South 01° 07' 23" East, a distance of 27.00 feet to the POINT OF BEGINNING. Said lands situate, lying and being in the Town of Jupiter, Palm Beach County, Florida, and contain 540 square feet more or less.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements.

ATC Site No: 412256
VZW Site No: 131747
Site Name: Jupiter FL

LESSEE's Site ID: Jupiter City Park, Site No. 61408

Prepared By and Upon Recording, Return to:

**Robert M. Motes, Esq.
Holland & Knight LLP
One East Broward Boulevard
Suite 1300
Fort Lauderdale, Florida 33301**

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

**MEMORANDUM OF TELECOMMUNICATIONS
FACILITY LAND LEASE AGREEMENT**

This Memorandum of Telecommunications Facility Land Lease Agreement is made this 21 day of November, 2006, between TOWN OF JUPITER, FLORIDA, a municipal corporation organized and existing under the laws of the state of Florida with its mailing address located at 210 Military Trail, Jupiter, Florida 33458, hereinafter designated as "LESSOR", and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party"

1. LESSOR and LESSEE entered into a Telecommunications Facility Land Lease Agreement (the "Agreement") on November 21, 2006 for an initial term of five (5) years, commencing on August 1, 2006 and expiring on July 31, 2011. The Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") located at 3377 Washington Street, Jupiter, Palm Beach County, Florida, said portion being described as containing approximately 540 square feet (the "Land Space"), together with the non exclusive right for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, and related utility wires, poles, cables, conduits, and pipes over, under, or along a right of way extending from the nearest public right of

way, Washington Street, to the Land Space; said Land Space is legally described on Exhibit A attached hereto.

3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

Town Of Jupiter, Florida

WITNESS

Lori McWilliams
Name: Lori McWilliams

Debra A. Gallagher
Name: DEBRA A. GALLAGHER

BY: [Signature]

Name: Karen Golonka

Title: Mayor

Date: 11-28-06

LESSEE:

Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless

WITNESS

[Signature]
Name: [Signature]

Bonnie L. Darrenkamp
Name: Bonnie L. Darrenkamp

BY: [Signature]

Name: Hans F. Leutenegger

Area Vice President - Network

South Area

Date: 11-8-2006

STATE OF Florida)
COUNTY OF Palm Beach)

ACKNOWLEDGMENT

I, Lori McWilliams, a Notary Public for said County and State, do hereby certify that **Karen Golonka** personally came before me this day and acknowledged that she is the **Mayor** of **TOWN OF JUPITER, FLORIDA**, a municipal corporation organized and existing under the laws of the state of Florida, and she, being authorized to do so, executed the foregoing **Memorandum of Telecommunications Facility Land Lease Agreement** as her own act and deed on behalf of **TOWN OF JUPITER, FLORIDA**. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official Notarial Seal, this 28 day of Nov, 2006.

Lori McWilliams
Notary Public

My Commission Expires:

10/18/08

[Affix Notary Seal]



Lori McWilliams
MY COMMISSION # DD351614 EXPIRES
October 18, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF North Carolina)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I, Catharine Lawson, a Notary Public for said County and State, do hereby certify that **Hans F. Leutenegger** personally came before me this day and acknowledged that he is the Area Vice President - Network, South Area of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless, and that he, as Area Vice President - Network, South Area, being authorized to do so, executed the foregoing **Memorandum of Telecommunications Facility Land Lease Agreement** on behalf of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless. He is personally known to me or has produced N/A as identification.

WITNESS my hand and official Notarial Seal, this 8 day of November, 2006.

Catharine Lawson
Notary Public

My Commission Expires:

January 4, 2010

[Affix Notary Seal]

4111187_v1

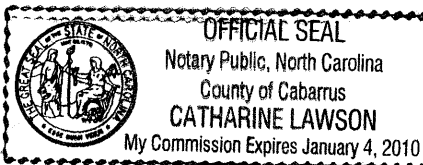


Exhibit "A"

Legal Description

A portion of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 33, Township 40 South, Range 42 East, Palm Beach County, Florida, also being a portion of Lot 121, "TROWELL PARK", according to the Plat thereof, as recorded in Plat Book 15, Page 41, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 33; thence North $89^{\circ} 30' 50''$ West, along the South line of said Section 33, a distance of 2397.43 feet; thence North $00^{\circ} 08' 00''$ East, along a line parallel with and 256.81 feet East of as measured at right angles to the West line of the East one-half (E $\frac{1}{2}$) of said Section 33, a distance of 1816.03 feet to the POINT OF BEGINNING; thence South $88^{\circ} 52' 37''$ West, a distance of 19.00 feet; thence North $01^{\circ} 07' 23''$ West, a distance of 29.80 feet; thence South $82^{\circ} 44' 23''$ East, a distance of 19.21 feet; thence South $01^{\circ} 07' 23''$ East, a distance of 27.00 feet to the POINT OF BEGINNING. Said lands situate, lying and being in the Town of Jupiter, Palm Beach County, Florida, and contain 540 square feet more or less.

TELECOMMUNICATIONS FACILITY LAND LEASE AGREEMENT

This Agreement, made this 21 day of November, 2006, between the Town of Jupiter, Florida, a municipal corporation organized and existing under the laws of the state of Florida with its mailing address located at 210 Military Trail, Jupiter, Florida 33458, hereinafter designated as "LESSOR", and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

WHEREAS, LESSOR and LESSEE are currently subject to that certain PCS Site Agreement (the "Original Lease") dated June 18, 1996, originally entered into by and between LESSOR and Primeco Personal Communications, L.P., a Delaware limited partnership (n/k/a LESSEE), whereby LESSEE currently maintains and operates a one hundred and twenty foot (120') free standing above-ground steel monopole (Tower");

WHEREAS, LESSEE and LESSOR desire to continue the tenancy created under the Original Lease, but replace the Original Lease with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. PREMISES; TOWER LEASING AND MODIFICATIONS.

1.1 LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") located at 3377 Washington Street, Jupiter, Palm Beach County, Florida, said portion being described as containing approximately 540 square feet (the "Land Space"), together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and related utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Washington Street, to the Land Space; said Land Space and Right of Way is hereinafter collectively referred to as the "Premises." The Land Space, Tower (as defined below) and related communications facility are as shown and described herein in **Exhibit B** attached hereto and made a part hereof. The Land Space is also legally described on **Exhibit A**.

1.2 A description of the current communications antennas, conduits, frequencies and equipment being used on the Premises by LESSEE is set forth in **Exhibit C** ("Existing LESSEE Facilities") attached hereto and made a part hereof. Notwithstanding the designation of LESSEE's frequencies in **Exhibit C**, LESSEE shall have the right to change and/or add to the frequencies it transmits and receives from the Premises without any consent from Lessor,

provided Lessee complies with the applicable rules and regulations of the Federal Communications Commission ("FCC").

1.3 With respect to the Land Space, the equipment specified in **Exhibit C** may be repaired, modified, replaced or added to by LESSEE at any time without LESSOR's consent, provided LESSEE does not use any area outside of the boundaries of the Land Space as described in **Exhibit B**. With respect to the Tower, the antennas and conduits specified in **Exhibit C** may be repaired or replaced by LESSEE at any time without LESSOR's consent, provided that any replacement antennas are of like-kind and size or smaller in size. Other than as permitted in the immediately preceding sentence, LESSEE shall not at any time install any additional antennas or equipment on the Tower without the written consent of the LESSOR, which will not be unreasonably withheld, conditioned or delayed; provided, however, the LESSEE acknowledges that the appearance of the Tower and its compatibility with the surrounding areas is a significant and major concern of the LESSOR and that the LESSOR shall have the sole and exclusive discretion to approve or deny a request for the installation of additional antennas or equipment on the Tower based solely on aesthetics. To help LESSOR review the aesthetic affect of any such additional antennas or equipment on the Tower, LESSEE shall submit the following along with its request for approval from LESSOR: (i) plans which show the location of the additional antennas or equipment to be installed; and (ii) a visual impact line of site analysis of the proposed additional antennas or equipment on all properties located within a 3,000 foot radius of the Tower. Said line of site analysis can be satisfied with an aerial photograph, with a scale of not more than 1"= 300', indicating all adjacent land uses within said 3,000 foot radius. LESSOR agrees to provide LESSEE with its approval or disapproval within thirty (30) days after LESSEE has submitted the required materials to LESSOR. . If LESSOR does not respond to LESSEE with its approval or disapproval within said thirty (30) day period, then LESSEE shall have the right to notify LESSOR of such failure, and if LESSOR does not respond with its approval or disapproval within ten (10) days after receipt of such failure notice, then LESSOR's approval shall be deemed granted. Notwithstanding anything in this Agreement to the contrary, in the event a user of the Tower, other than LESSEE, desires to install any antennas, conduits or equipment on the Tower, then said user must obtain the prior written consent of LESSOR. Said user shall be required to submit to LESSOR the plans and visual impact line of site analysis mentioned above along with any other information and materials required by LESSOR. LESSOR agrees not to unreasonably withhold, condition or delay its consent; provided, however, said user hereby acknowledges that the appearance of the Tower and its compatibility with the surrounding areas is a significant and major concern of the LESSOR and that the LESSOR shall have the sole and exclusive discretion to approve or deny a request for the installation of any of said user's antennas, conduits or equipment on the Tower based solely on aesthetics. The consent by the LESSOR to installations of antennas, conduit or other equipment on the Tower by third party or any other term or provision of this Agreement, shall not be deemed or construed as the agreement or consent by the LESSOR to lease ground or land space to any such third party Tower user for the equipment of any third party Tower user.

1.4 LESSEE agrees to maintain (and replace when necessary) the current security fence surrounding the Premises as well as the current landscaping surrounding the Premises.

1.5 In the event any public utility is unable to use the Right of Way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE. LESSEE shall obtain and install a separate electrical meter at the Premises for the measurement of electrical power used by LESSEE's operations and for the exterior lighting of LESSEE'S equipment shelter. LESSEE is responsible for paying the costs of such electrical usage directly to the local utility provider. If it is determined that LESSEE has consumed electrical service or other utilities which are in addition to those metered by LESSOR's separate meter, LESSOR shall have the right to invoice LESSEE for any such charges, which shall be in addition to the rent and other payments required to be made by LESSEE under this Agreement. LESSOR shall not be liable for any interruption or stoppage of electrical service to the Premises or for any damage to persons or property resulting from that interruption or stoppage, unless caused by the negligence or willful misconduct of LESSOR, its employees, servants or agents

1.6 LESSEE shall have 24-hours, 7-days a week access to the Premises. LESSOR reserves the right to enter the Premises at any reasonable time upon prior written notice to LESSEE, which access shall, except in the case of emergencies, be accompanied by LESSEE's authorized representative, for purposes of inspection and/or showing of the Premises to prospective lenders or purchasers.

1.7 Except for any agreements with third party co-locators existing prior to the date of this Agreement, LESSEE shall not lease, license or otherwise convey rights to third parties to occupy any portion of the Tower unless the prior advance written consent of LESSOR is obtained, which consent shall not be unreasonably withheld, delayed or conditioned by LESSOR.

1.8 All antennas, reception or transmission dishes, or other similar receiving or transmitting devices proposed for attachment to the Tower shall be subject to all approvals required under all applicable governmental laws, codes and ordinances. The Town of Jupiter is leasing the Premises to LESSEE in its proprietary capacity, however, nothing in this Agreement shall be construed to prohibit or in any way restrict the Town of Jupiter, in its capacity as a local government, from enforcing any and all applicable laws within the Town of Jupiter relating to the maintenance, construction and use of the communications facility being operated within the Premises.

1.9 Antennas, dishes, and other devices and supporting electrical equipment, conduits, and wiring on the Tower shall be of a neutral color that is identical to or closely compatible with the color of the Tower to minimize the visual impacts on the surrounding development. Additional antennae and related equipment may not extend above the height of the Tower.

1.10 Any third party user of the Tower must lease or license its tower space from LESSEE and its ground space from LESSOR. In such event, each Party shall be entitled to keep all rental and fees paid to said Party by the third party user. In the event a third party user does not require any ground space in connection with its use of the Tower (hereinafter, a "Non-Standard Co-Location"), then any rental or fees to be paid by said third party user shall be divided between LESSOR and LESSEE in the following manner: 50% to LESSOR and 50% to LESSEE. In the event of a Non-Standard Co-Location: (i) LESSEE agrees that any such third party user shall be instructed to pay the foregoing percentage amounts directly to LESSOR and LESSEE, and LESSEE shall not be responsible to LESSOR for the collection or payment of said rental and fees

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by said third party user to LESSOR, nor shall LESSEE have any liability to LESSOR in the event said third party user fails to make any such payment; and (ii) LESSEE will provide LESSOR with a tri-party agreement to be executed by LESSEE, the third party user and LESSOR to confirm the direct payment obligation from the third party user to LESSOR and to set forth LESSOR's remedies in the event of non-payment or late payment by said third party user to LESSOR. In the event a tri-party agreement is required, it shall contain the following minimum requirements:

a. The third party user of the Tower must indemnify and hold LESSOR harmless from and against all damages, losses, liabilities, claims and costs sustained by or arising out of the negligent, willful, reckless and/or intentional acts, errors and/or omissions of said third party's and/or the third party's agents, employees or servants. The third party user must agree to release LESSOR from and against any and all liability and responsibility in or arising out of the construction, operation, maintenance or repair of the antennas, equipment, and other personal property of the third party user, and covenant not to bring legal action against LESSOR in connection therewith. The form of the tri-party agreement must be reviewed and approved as to legal sufficiency by the Town Attorney for the Town of Jupiter.

b. The third party user of the Tower must agree to provide insurance in the amounts and coverages as required in this Agreement and all such policies shall name the Town of Jupiter as an additional named insured for the entire term of the lease, license or other form of agreement. Certificates of insurance must be filed with LESSOR prior to the commencement of any installation, construction, repair or maintenance on the Tower or Property or Premises.

2. REPORTING REQUIREMENTS OF LESSEE.

The LESSEE shall submit a report certifying the structural and electrical integrity of the Towner and all antennas and equipment on the Tower to the LESSOR, every two (2) years on the anniversary date of the Commencement Date, accompanied with a non-refundable processing fee of Two Hundred Dollars (\$200.00) as reimbursement to the LESSOR for its administrative costs incurred in reviewing the report.

3. RENT AND TERM.

3.1 This Agreement shall be effective as of the date of execution by both parties, provided, however, that the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Four Thousand Dollars (\$24,000.00) to be paid in advance on the Commencement Date and thereafter on each annual anniversary of the Commencement Date. This Agreement shall commence on August 1, 2006 (the "Commencement Date") and the initial payment of annual rent hereunder shall be paid by LESSEE on or before the date that is thirty (30) days after the date of this Agreement. Rent shall be paid to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter, including during all applicable extension terms of this Agreement, annual rent shall increase by an amount equal to three percent (3%) of the previous year's annual rent. In the event this Agreement is terminated through no fault of LESSEE, then LESSOR agrees, within thirty (30) days after said termination, to repay to LESSEE the

unaccrued portion of annual prepaid rent as of the date of termination. The foregoing obligation of LESSOR shall survive termination of this Agreement.

3.2 If LESSEE fails to make any payment of rent within fifteen (15) days after receipt of written notice from LESSOR of such failure, then LESSEE shall pay a late charge in an amount equal to five percent (5%) of the amount of rent then due. The late charge will be paid to LESSOR within thirty (30) days after demand by LESSOR. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by LESSOR. LESSEE and LESSOR agree that the late charge is a reasonable estimate of the extra administrative expenses incurred by LESSOR in handling the delinquency. Any and all sums of money or charges required to be paid by LESSEE under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and LESSOR shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to LESSOR relating to rent.

3.3 Within thirty (30) days after the Commencement Date, LESSEE shall pay LESSOR a one-time financial contribution of Five Thousand Dollars (\$5,000.00), for reimbursement of legal and other professional fees incurred by LESSOR in the negotiation and consummation of this Agreement.

3.4 Effective as of the Commencement Date, the Original Lease shall be deemed expired and of no further force and effect, except for any obligations specifically provided therein to survive said expiration.

4. TERM EXTENSIONS.

LESSEE shall have the right to extend this Agreement for three (3) additional five (5) year terms. This Agreement will automatically renew for each successive renewal term unless LESSEE notifies LESSOR in writing of its intention not to renew at least ninety (90) days prior to the expiration of the then-existing 5-year term. LESSEE shall have no right to renew this Agreement, if the LESSEE is in default under any provision of this Agreement beyond any applicable grace or cure period when the then current term expires, or ninety (90) days prior to the expiration of the then current term.

5. USE; GOVERNMENTAL APPROVALS; ALTERATIONS AND MAINTENANCE.

5.1 LESSEE shall be permitted to continue using the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment and conduits installed by LESSEE after the Commencement Date shall be at LESSEE's sole expense and the installation of all improvements shall be at the discretion and option of LESSEE; provided, however, LESSEE may not extend the height of the Tower or replace the Tower without the prior written consent of LESSOR. Notwithstanding the foregoing, if the Tower is damaged by casualty or otherwise, LESSEE is permitted to restore the Tower to its condition immediately prior to such damage. It is understood and agreed that

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LESSEE's ability to continue to use the Premises is contingent upon its obtaining (or maintaining, as applicable) after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any applicable Federal, State or Local authorities which will permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that the Premises is no longer technically compatible for its use, or (iv) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid (including prepaid rent) to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR, except if LESSEE is holding over or is otherwise in breach of this Agreement.

5.2 LESSEE will maintain, at its sole cost and expense, the Premises in good condition, reasonable wear and tear and damage caused by casualty excepted. All work to be performed on the Premises must be performed by duly licensed contractors specializing in such work, shall be performed in a good and workmanlike manner, shall be prosecuted to completion and shall be performed in accordance with all applicable governmental laws, codes and ordinances. LESSEE acknowledges that all work performed by or on behalf of LESSEE is performed and accomplished solely for the benefit and convenience of LESSEE and not for the benefit of LESSOR. In connection with any work performed by or for LESSEE on the Premises, LESSEE shall ensure that all persons or entities performing such work or providing materials relating to such work, including without limitation, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

5.3 Any damage caused to the Property due to the acts or omissions of LESSEE, its agents, employees or contractors, or any damage caused by the installation, repair, maintenance and operation of the communications facilities within the Premises, shall be repaired at no cost to LESSOR; provided, however, the repair any such damage caused solely by LESSOR, its agents, employees or contractors or caused by the installation, repair, maintenance or operation of LESSOR's facilities located within the Property (including the facilities located within Premises), shall be at the sole cost and expense of LESSOR. If LESSEE fails to perform its obligations under this Paragraph, and such failure continues beyond the notice and cure period set forth in Section 20 of this Agreement, LESSOR may perform the maintenance or repair at LESSEE's expense. LESSEE will reimburse LESSOR within thirty (30) days after receipt of an invoice from LESSOR for the cost of such maintenance or repair.

5.4 LESSEE acknowledges that it has been leasing the Premises for approximately 10-years under the Original Lease and as such LESSEE accepts the Premises in its "AS IS" condition as of the execution date this Agreement, together with all defects, patent or latent, if any, and subject to all easements, encumbrances, restrictions and matters of record as of the effective date of the Original Lease. LESSEE further acknowledges that LESSOR has made no warranties or representations of any nature whatsoever regarding the condition of the Premises or the Property, or the suitability thereof for LESSEE's use thereof.

6. INDEMNIFICATION.

6.1 To the fullest extent permitted by laws and regulations, LESSEE shall indemnify, defend, save and hold harmless, LESSOR, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the use and/or occupancy of the Premises and the Property by LESSEE or any of its subcontractors, agents, officers, employees or independent contractors. LESSEE shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). LESSOR reserves the right to reasonably approve of the legal counsel selected by LESSEE to conduct any defense in any such proceedings, and all costs and fees associated therewith shall be the responsibility of LESSEE. Nothing contained herein is intended nor shall it be construed to waive LESSOR's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time. It is the expressed intent of the parties that the foregoing indemnity shall not apply to any liability resulting from the sole negligence or fault of the LESSOR, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both LESSOR and LESSEE, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Florida, without, however, waiving any governmental immunity available to LESSOR under Florida law and without waiving any defense of the parties under Florida law.

6.2 Except for liability resulting from or arising out of the acts or omissions of LESSOR or any of its employees, agents or contractors, LESSOR will not be liable for the following: (i) loss of or damage to LESSEE's property located in or on the Premises or the Property, by theft or otherwise; (ii) injury or damage to persons or property or the Premises resulting from fire, explosion, gas, electricity, water, rain, hurricanes, or leaks from any part of the Premises or from the pipes, appliances or plumbing works, street or subsurface or from any other place or by dampness; (iii) injury or damage caused by other tenants of the Property or any person on the Property, by occupants of property adjacent to the Property, by the general public, or by the construction of any private, public or quasi-public work; or (iv) any loss or damage due to imperfect or unsatisfactory communications experienced by LESSEE for any reason whatsoever, unless such imperfect or unsatisfactory communications results from the operation of LESSOR's antennas and equipment operated on the Tower or elsewhere on the Property.

7. INSURANCE.

7.1 During the entire term of this Agreement, LESSEE shall secure and maintain, at its own expense, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) **Workers Compensation and Employer's Liability Insurance** for all employees of LESSEE engaged to work under this Agreement in accordance with the laws of the State of Florida.
- (b) **Commercial General Liability Insurance** with the following minimum limits of liability:
\$3,000,000 Combined Single Limits, Bodily Injury and Property Damage Liability Per Occurrence. Said coverage shall specifically include the following:
 - (1) Premise and Operations;
 - (2) Independent Contractors;
 - (3) Products and Completed Operations;
 - (4) Broad Form Property Damage;
 - (5) Broad Form Contractual Coverage applicable to this Agreement;and
 - (6) Personal Injury.
- (c) **Comprehensive Automobile Liability Insurance** for owned and hired automobiles and other vehicles used by LESSEE in the performance of work under this Agreement and with the following minimum limits of liability:
\$1,000,000 Combined Single Limits, Bodily Injury and Property damage liability per occurrence.

7.2 Notwithstanding the foregoing, the coverage amounts required above can be met by combination of underlying and umbrella policies. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF JUPITER IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE LESSEE UNDER THIS AGREEMENT.** All insurance policies shall contain a provision or endorsement that the coverage afforded shall not be cancelled or renewal refused until at least thirty (30) calendar days written notice has been given to LESSOR by certified mail, return receipt requested. LESSEE shall provide thirty (30) days written notice of cancellation or non-renewal (ten (10) days for non-payment of premium). The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above.

7.3 LESSEE will deliver to LESSOR, no later than fifteen (15) days after the Commencement Date, certificates of insurance evidencing the coverages required under this Agreement.

7.4 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the LESSOR with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance as relates to the operations of LESSEE. LESSEE by entering into this Agreement, agrees to a waiver of subrogation for each required policy of insurance, provided however, that the LESSOR acknowledges and agrees that the LESSEE does not agree to a waiver of subrogation for incidents that arise from the acts or omission of the LESSOR or its agents, employees, or contractors. The provisions of this Paragraph shall survive the termination or earlier expiration of this Agreement.

8. ANNUAL TERMINATION.

Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond the applicable notice and cure periods, and shall have paid all rents and sums then due and payable to LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon each annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. In the event LESSEE exercises such right of termination, then LESSEE shall pay LESSOR an annual termination fee equal to one year's annual rent, at the then current rate, which shall be in addition to any prepaid rent for the then current term and any rent due and owing under this Agreement as of the date of termination.

9. INTERFERENCE.

9.1 LESSOR agrees that LESSOR and/or any other tenants or users of the Property who currently have or in the future take possession of the Property will be permitted to install only such antennas or equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing antennas and equipment of LESSEE. If LESSOR is unable to cure such interference within seventy-two (72) hours after receipt of notice from LESSEE, LESSOR agrees to power down the interfering equipment (or cause the party responsible for operating the interfering equipment to power down said interfering equipment) until such time as LESSOR (or such other party) is able to cure the interference; provided, however, prior to curing such interference, LESSOR (or such other party) shall be able to intermittently continue use of the interfering equipment solely for the purpose of testing whether the interference has been cured.

9.2 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

9.3 In the event a dispute arises between LESSOR and LESSEE over the source of continuing interference under this Paragraph 9, LESSOR and LESSEE agree to mutually select an independent consultant ("Independent Consultant") with expertise in electronic telecommunications to determine the source of the interference. The Independent Consultant's determination will be conclusive. If the Independent Consultant determines that the LESSEE's

Facilities are the source of the interference, LESSEE will pay all of the fees and expenses of the Independent Consultant. If the Independent Consultant determines that the LESSEE's Facilities are not the cause of the interference, the fees for the Independent Consultant shall be paid by LESSOR.

10. REMOVAL AT END OF TERM.

LESSEE shall, upon expiration of the term of this Agreement, or within sixty (60) days after any earlier termination of this Agreement, remove its building(s), tower structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the term of this Agreement, whether or not said items are considered fixtures and attachments to real property under applicable governmental laws, codes and ordinances. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing rate (prorated on a per diem basis), until such time as the removal of its equipment, fixtures and all personal property are completed. If LESSEE fails to remove its equipment, fixtures and all personal property within the sixty (60) day period, LESSOR shall have the right to remove and store or dispose of such equipment, fixtures and personal property at the sole cost of LESSEE, and LESSEE shall be subject to all fees, charges and costs associated therewith, including all reasonable attorney's fees incurred in connection with the removal and storage or disposal of such equipment, fixtures and personal property.

11. RIGHTS UPON SALE.

Should LESSOR, at any time during the term of this Agreement decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

12. QUIET ENJOYMENT.

LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

13. TITLE.

LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the term of this Agreement that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the term of this Agreement that there are no other liens,

judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

14. INTEGRATION.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

15. GOVERNING LAW.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this Agreement shall be in Palm Beach County, Florida.

16. ASSIGNMENT.

This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, conditioned or delayed. Subject to the rights of LESSEE under Article 1 of this Agreement, subleasing by the LESSEE of any rights, title or interest acquired by virtue of this Agreement is strictly prohibited. In the event LESSEE enters into an unauthorized sublease transaction and such transaction cannot be reversed within thirty (30) days after notice from LESSOR, then LESSOR shall have the right to either consent to such sublease transaction or terminate this Agreement.

17. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as

follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The Town of Jupiter, Florida
Attention: Town Manager
210 Military Trail
Jupiter, Florida, 33431

With a copy to: Town Attorney
c/o Baird & Roselli
11891 U.S. Highway One, Suite 100
North Palm Beach, Florida 33408

LESSEE: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS.

This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

19. RECORDING.

LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of this Agreement is for recording purposes only and bears no reference to commencement of either the term of this Agreement or rent payments due hereunder.

20. DEFAULT.

20.1 In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

20.2 In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

20.3 In the event of a holdover, refusal or failure to vacate and relinquish possession of the Premises at the expiration or earlier termination of this Agreement, the LESSEE shall be liable to pay the LESSOR during the entire period of such holdover, double rental, as provided in Chapter 83.06, Florida Statutes.

21. REMEDIES.

Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefore. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting may have by reason of such default, the non-defaulting party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state in which the Premises are located; provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default.

22. ENVIRONMENTAL.

22.1 LESSEE hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below). As of the effective date of this Agreement, LESSOR hereby represents that it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law. LESSOR will not permit itself or any third party acting on its behalf to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

22.2 If either Party ever has knowledge of the disposal or presence in or upon the Property of Hazardous Materials in violation of any Environmental Laws, then said Party must promptly notify the other Party in writing. LESSEE shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials upon the Premises, or emanating from the Premises, or onto adjacent lands, as a result of LESSEE's or LESSEE's agents, contractors or

employees disposal or release of Hazardous Materials in the exercise of the rights granted by this Agreement. LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all claims, suits, judgments, losses, damages, fines, or other liabilities, which may be incurred by LESSOR, including reasonable attorney's fees and costs, which may arise directly or indirectly or proximately, from any violation by LESSEE, LESSEE'S agents, contractors or employees of any federal, state or local laws or regulations pertaining to Hazardous Materials in the exercise of the rights granted by this Agreement.

22.3 **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

22.4 **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

22.5 LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in and upon the Premises.

23. **CASUALTY.**

In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon thirty (30) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the

other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

24. CONDEMNATION.

In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the LESSOR under this Agreement.

25. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

26. APPLICABLE LAWS

During the term of this Agreement, LESSOR shall maintain the Property in compliance with all applicable governmental laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in and upon the Premises.

27. SURVIVAL.

The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

28. CAPTIONS.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

29. HOLDOVER.

LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 10 herein, unless the parties are negotiating a new lease or lease extension in good faith. In the event that the parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 10 and this Paragraph 29, then the rent then in effect payable from and after the time of the expiration of the Lease or earlier removal period set forth in Paragraph 10 shall be increased to two hundred percent (200%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

30. TAXES.

LESSEE shall be responsible for the payment of all personal property taxes, charges and assessments levied, charged, or assessed by a governmental authority and which are directly attributable to LESSEE's equipment and personal property located on the Property.

31. ATTORNEY'S FEES.

It is the understanding of the Parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

32. ACCORD AND SATISFACTION.

In the event LESSEE pays an amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed to be an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other remedy available to LESSOR pursuant to this Agreement or under the law.

33. FORCE MAJEURE.

Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, hurricane, riot, sabotage, terrorist attack, windstorm, failure of utility service, or labor dispute.

34. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This notice is provided pursuant to Section 404.056 of the Florida Statutes.

35. SAFETY CERTIFICATIONS.

Within thirty (30) days after request from LESSOR (but no more often than once per year), LESSEE will provide LESSOR with a certification from an independent third party engineer ("Safety Certification") certifying that: (i) LESSEE's Facilities do not generate radio frequency emissions at a level that could cause persons in uncontrolled areas, as defined by FCC regulations, to be exposed to radiation in excess of the Maximum Permissible Exposure levels established by FCC regulations; and (ii) LESSEE's Facilities do not generate radio frequency emissions at a level that could cause persons who enter controlled space, as defined by FCC regulations, to be exposed to radiation in excess of the Maximum Permissible Exposure levels established by the FCC regulations.

36. LIST OF LEASE AGREEMENT EXHIBITS (ALL OF WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF):

EXHIBIT A- Legal descriptions.

EXHIBIT B- Description of Premises

EXHIBIT C- Existing LESSEE Facilities

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

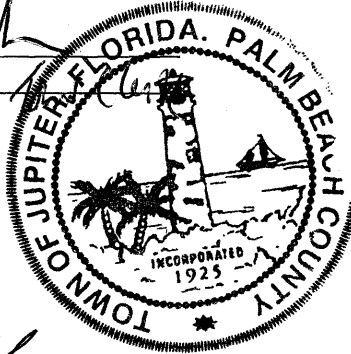
LESSOR:

Town Of Jupiter, Florida

WITNESS

Lori McWilliams
Name: Lori McWilliams

Jeff M. Boyl
Name: Jeff M. Boyl



WITNESS

Steven B. Cole
Name: Steven B. Cole

Bonnie L. Darrenkamp
Name: Bonnie L. Darrenkamp

BY: Karen Golonka
Name: Karen Golonka
Title: Mayor

Date: 11-28-06

LESSEE:

Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless

BY: Hans F. Leutenegger
Name: Hans F. Leutenegger
Area Vice President - Network
South Area

Date: 11-8-2006

EXHIBIT A

(See Attached 1 Page)

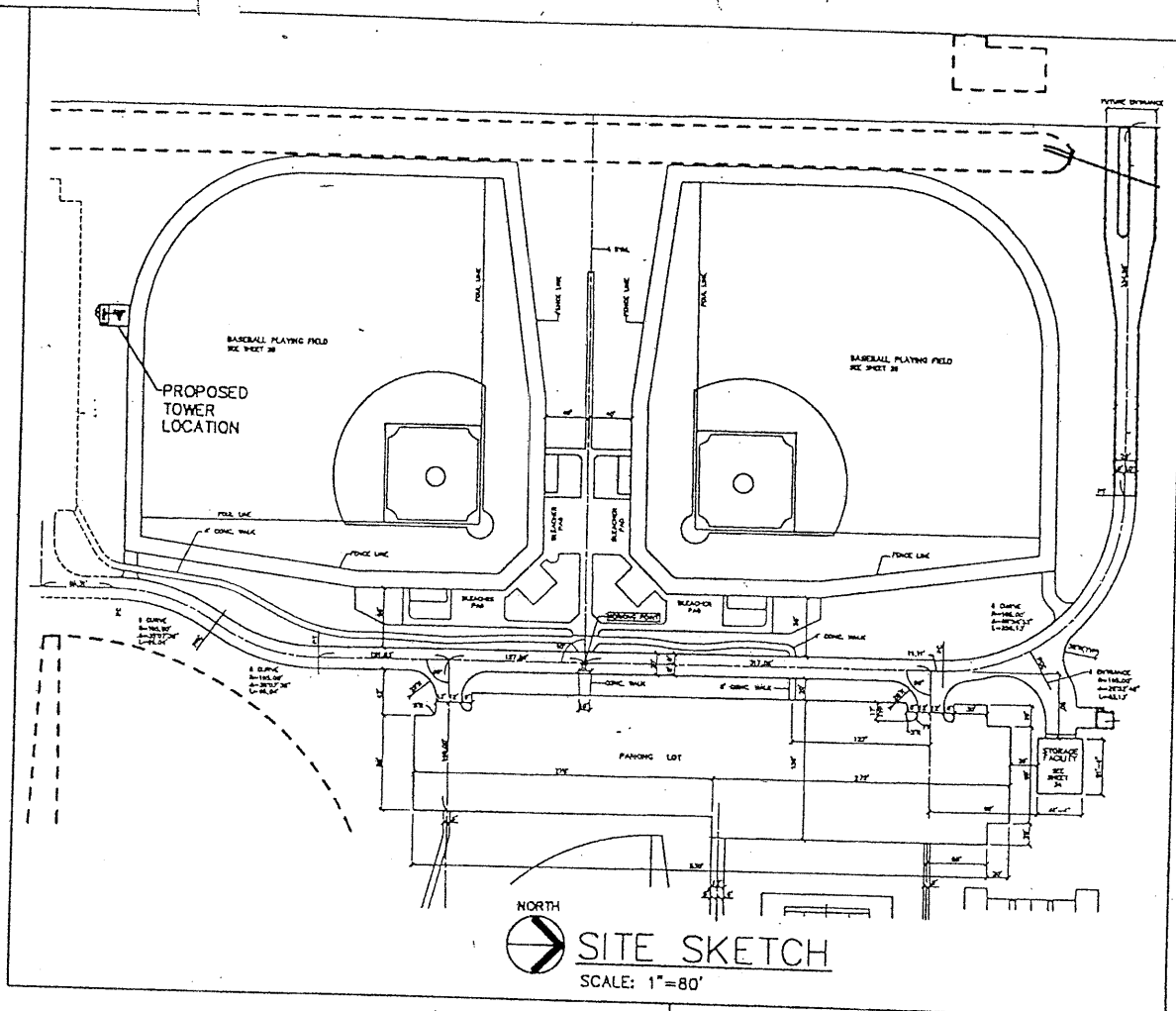
Legal Description

A portion of the Southeast one-quarter (SE ¼) of Section 33, Township 40 South, Range 42 East, Palm Beach County, Florida, also being a portion of Lot 121, "TROWELL PARK", according to the Plat thereof, as recorded in Plat Book 15, Page 41, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 33; thence North 89° 30' 50" West, along the South line of said Section 33, a distance of 2397.43 feet; thence North 00° 08' 00" East, along a line parallel with and 256.81 feet East of as measured at right angles to the West line of the East one-half (E ½) of said Section 33, a distance of 1816.03 feet to the POINT OF BEGINNING; thence South 88° 52' 37" West, a distance of 19.00 feet; thence North 01° 07' 23" West, a distance of 29.80 feet; thence South 82° 44' 23" East, a distance of 19.21 feet; thence South 01° 07' 23" East, a distance of 27.00 feet to the POINT OF BEGINNING. Said lands situate, lying and being in the Town of Jupiter, Palm Beach County, Florida, and contain 540 square feet more or less.

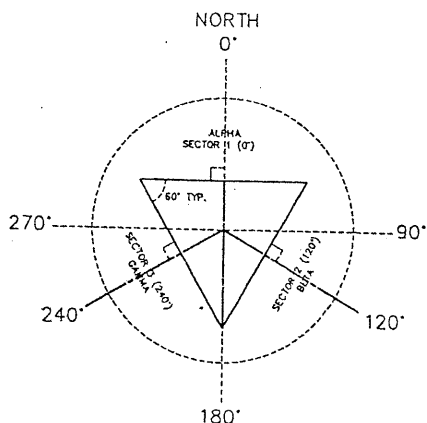
EXHIBIT B

(See Attached 10 Pages)



PROJECT DATA:

NAME: JUPITER COMMUNITY PARK, SITE #61408
 SITE ADDRESS: 3377 CHURCH ST., JUPITER, FL
 OWNER/PROPERTY MANAGER: TOWN OF JUPITER (407) 746-5134
 BUILDING DEPARTMENT JURISDICTION: TOWN OF JUPITER
 ZONING: OPI
 ANTENNA TYPE: 120' MONOPOLE
 FLOOD ZONE: X, 500 YEAR FLOOD ZONE



COLOR CODE

ALP-A = RED
 BETA = BLUE
 GAMMA = GREEN

CONTRACTOR SHALL USE SURVEY INFORMATION TO ALIGN ORIENTATION OF ANTENNA SUPPORT STRUCTURE(S) WITH BEARINGS SHOWN IN DIAGRAM ABOVE.

ANTENNA ORIENTATION DIAGRAM

NOT TO SCALE

REGISTRATION NUMBERS

KIMLEY HORN & ASSOC., INC. E00000416
 DAVID BARNETT PC 33614
 CHARLES GELB PC 31435
 GARY MITCHELL PC 46127

SCALE AS NOTED

DESIGNED BY RM

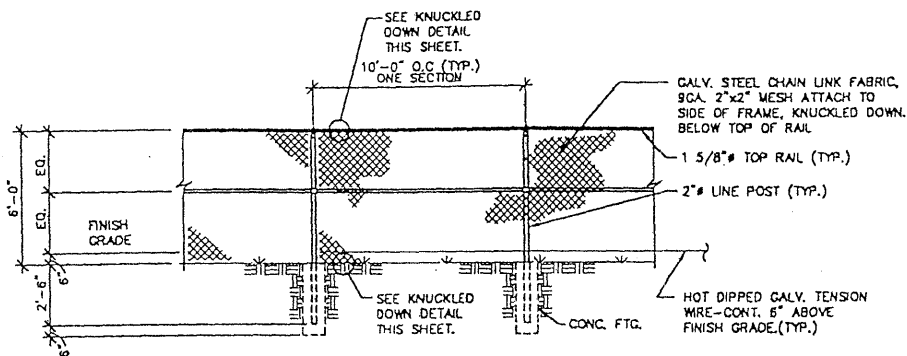
DRAWN BY DP

ANTENNA INSTALLATION
 AT JUPITER COMMUNITY PARK
 SITE NUMBER 61408-2



Kimley-Horn
 and Associates, Inc.

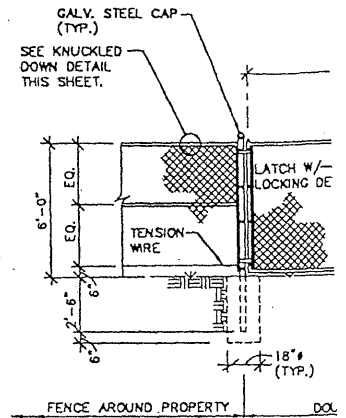
DATE 05-13-96
 FILE & DRAWING NO. 044047.03.07
 SHEET 27



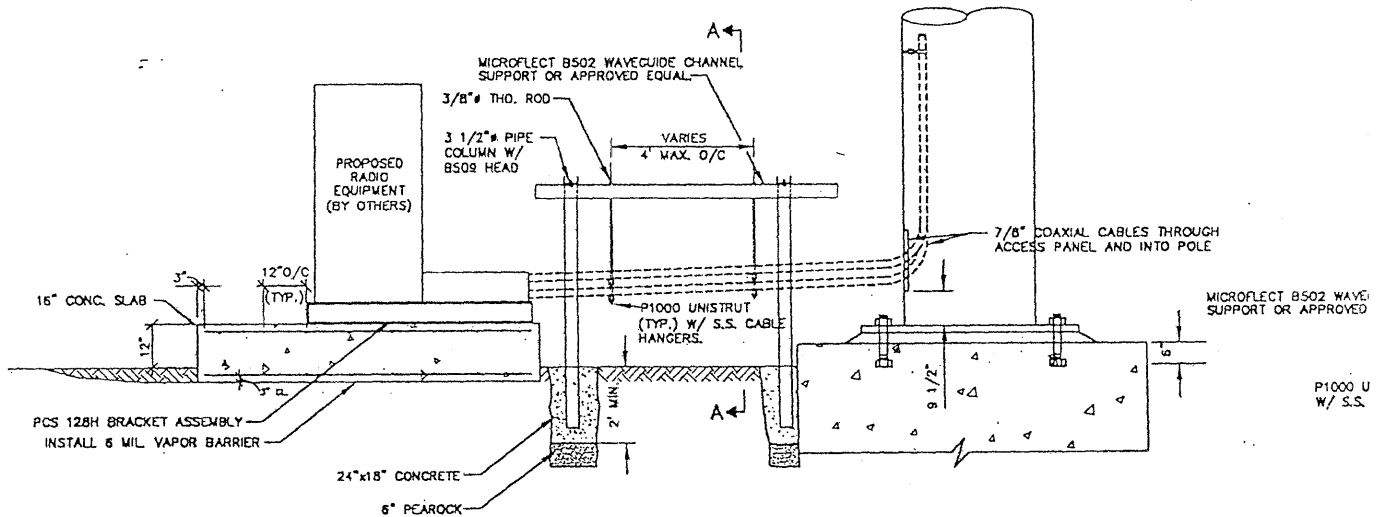
NOTE: FENCE TO MATCH EXISTING BALLFIELD FENCE

FENCE ELEVATION

SCALE: 1/4" = 1'-0"



10' G/



EQUIPMENT & GROUND CABLE SUPPORTS

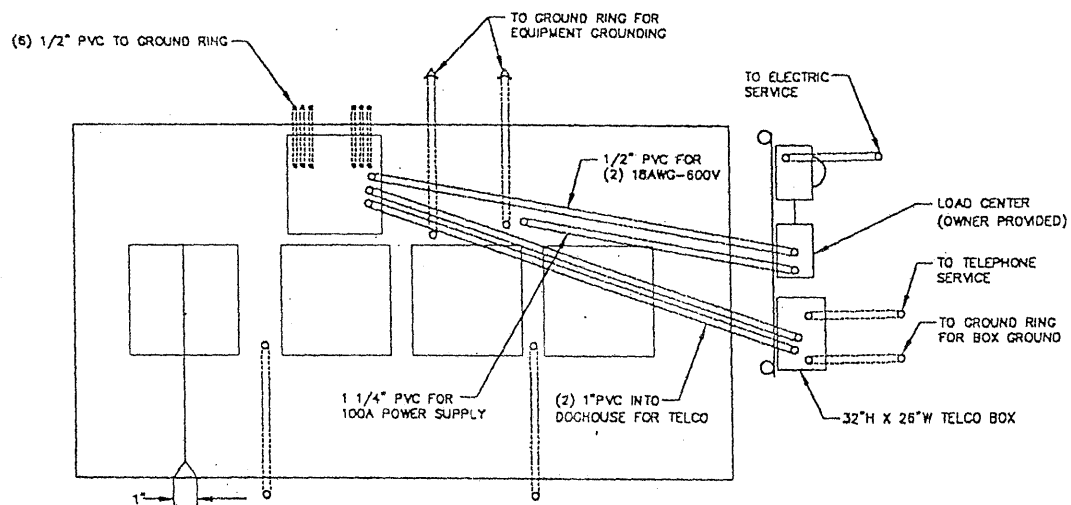
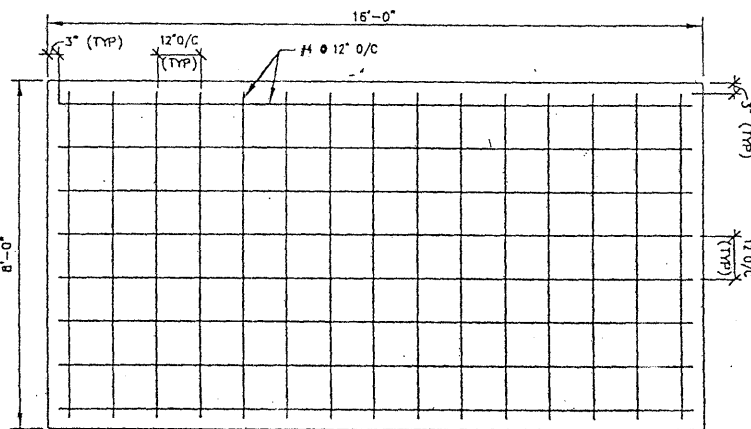
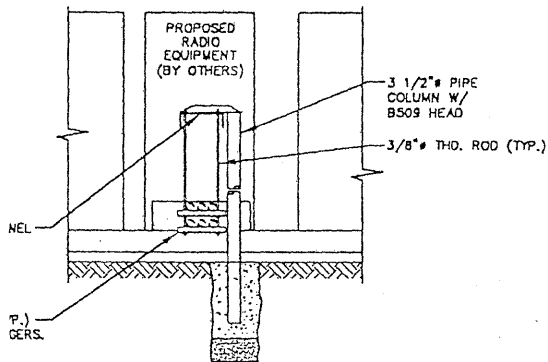
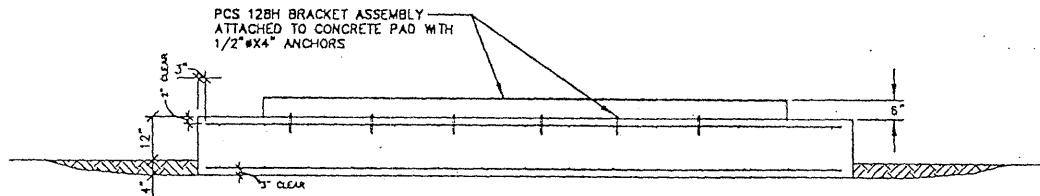
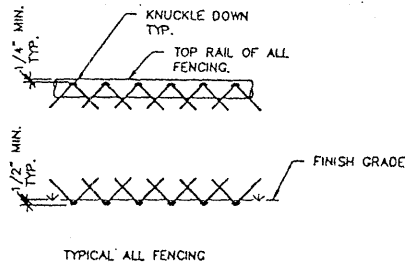
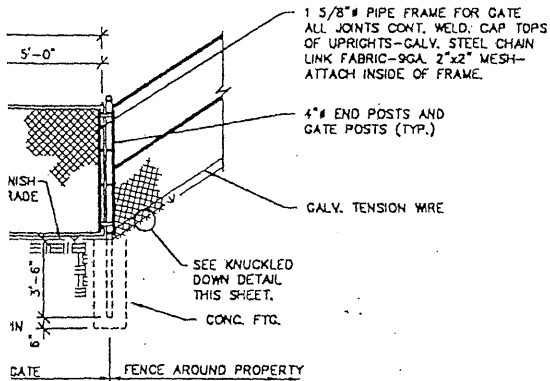
SCALE: 1/2" = 1'-0"

GENERAL NOTES:

1. - SEE SURVEY FOR LEGAL DESCRIPTION, EXISTING GRADES AND OTHER SITE INFORMATION.
2. - TOWER AND TOWER FOUNDATION DESIGN SHALL BE IN ACCORDANCE WITH PLANS PROVIDED BY THE TOWER MANUFACTURER.
3. - TOWER, TOWER LIGHT, ANTENNAS, RADIO CABINET, POWER CABINET, TELEPHONE CABINET, 128 I CABINET BRACKET AND COAXIAL CABLE SHALL BE PROVIDED BY OWNER. CONTRACTOR SHALL COORDINATE SCHEDULING OF DELIVERY TO AVOID DELAYS.
4. - CONTRACTOR SHALL RESTORE ALL DISTURBED AREA TO EQUAL OR BETTER CONDITION.
5. - CONTRACTOR SHALL COORDINATE WITH F&M AND SBT TO CONFIRM POINT OF SERVICE PRIOR TO INSTALLATION OF CONDUITS.
6. - EXISTING VEGETATION & ORGANIC MATERIAL SHALL BE REMOVED FROM BELOW THE CONCRETE PADS & SOIL SHALL BE COMPACTED TO OBTAIN 2500 PSF BEARING CAPACITY.
7. - REGRADE AROUND PAD AS REQUIRED TO ALLOW MAXIMUM OF 12" OF PAD THICKNESS EXTRUDING ABOVE GRADE.
8. - BOND REBAR IN CONCRETE FOR COMMUNICATIONS STRUCTURE & EQUIPMENT PADS TO BURIED GROUND RING EXOTHERMICALLY WELD #2 TINNED SOLID COPPER CONDUCTOR TO REBAR & CONNECT TO THE BURIED GROUND RING SEE ELECTRICAL PLAN.
9. - CONTRACTOR IS RESPONSIBLE FOR SCHEDULING THE DELIVERY, SHIPMENT & OFF LOADING OF ANCHOR BOLT ASSEMBLY DIRECTLY WITH THE TOWER MANUFACTURER.

FENCING NOTES:

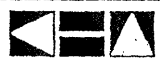
1. - ALL CHAIN LINK FENCE WALLS TO BE STRUNG THROUGH STRETCHER BARS AND ATTACHED TO END POST WITH CLIP.
2. - ALL CHAIN LINK FENCE ALONG PIPE FRAME TO BE WIRE TIED.
3. - ALL WELD POINTS SHALL BE CLEANED AND PAINTED WITH POWDERED ZINC PRIMER.
4. - ALL GALVANIZED STEEL PIPE TO BE A.S.A. SCH. 40.
5. - GATE SHALL HAVE HEAVY DUTY HINGES AND LOCKING DEVICE.
6. - ON BACKSTOPS, SPICES SHOULD ONLY OCCUR AT CROSSRAILS.
7. - CAP TOPS OF UPRIGHTS SHALL EITHER HAVE A CONTINUOUS WELD OR HAVE "SET SCREWS" SO THEY CAN NOT BE REMOVED.
8. - USE ONLY A HEAVY DUTY LATCH ON GATE.
9. - CONCRETE FOR FOOTINGS SHALL BE 2500 PSI MIN.



NOTE: FOR DIMENSIONS AND CONSTRUCTION OF CONDUITS REFER TO AT&T
RADIO SYSTEM PCS CABINET FOUNDATION PAD DWG ED-3R113-01

DISCIPLINE	
DISCIPLINE	NUMBER
CIVIL	PE 33614
CIVIL	PE 31435

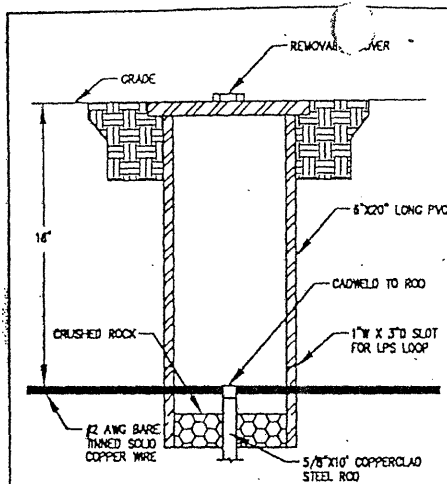
SCALE AS NOTED
DESIGNED BY RM
DRAWN BY DP
CHECKED BY



Kimley-Horn
and Associates, Inc.

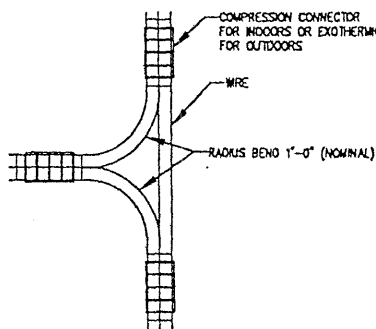
©1995 KIMLEY-HORN AND ASSOCIATES, INC.

DATE 05-09-95
FEE & DRAWING NO.
044047.03.07
SHEET



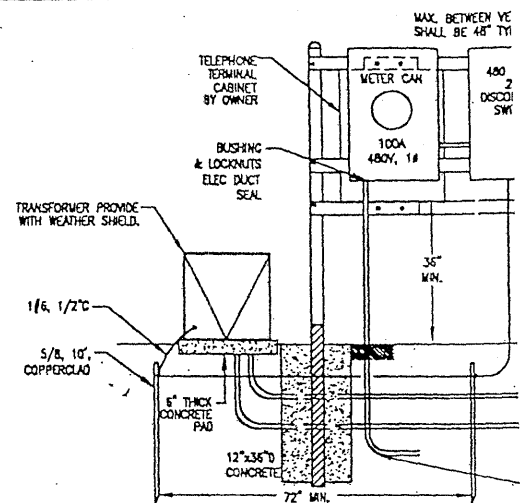
LPS ROD INSP. SLEEVE DETAIL

NTS



NONDIRECTIONAL SPLICE

NTS



SERVICE F

NTS

ELECTRICAL NOTES:

1. GENERAL

- A. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL AND LABOR FOR A COMPLETE ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR A COMPLETE SYSTEM SHALL BE INCLUDED.
- B. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.
- C. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE U.L. APPROVED.
- D. THE CONTRACTOR SHALL, BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
- E. EXACT LOCATION OF ALL EQUIPMENT SHALL BE COORDINATED WITH OWNER AND OTHER TRADES.
- F. WHERE EQUIPMENT IS SPECIFIED BY MANUFACTURER AND TYPE, SUBSTITUTION SHALL ONLY BE MADE WITH THE APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL SUBMIT DETAILS OF PROPOSED MATERIALS, REASON FOR CHANGE AND CHANGE IN CONTRACT AMOUNT.

2. SCOPE OF WORK

- A. THE CONTRACTOR SHALL PROVIDE ALL ELECTRICAL WIRING AND EQUIPMENT UNLESS OTHERWISE INDICATED. MAIN COMPONENTS ARE AS FOLLOWS:
 1. PROVIDE ELECTRICAL SERVICE AS INDICATED ON THE DRAWINGS.
 2. PROVIDE SERVICE EQUIPMENT MOUNTED AS INDICATED ON DRAWINGS.
 3. PROVIDE TELEPHONE CONDUIT WITH PULL WIRE AS INDICATED ON DRAWINGS.
 4. COORDINATE ELECTRICAL SERVICE WITH FPL, CONTACT JEFF HALL AT 407 575-6344 PRIOR TO CONSTRUCTION.
 5. COORDINATE TELEPHONE SERVICE WITH BELL SOUTH, CONTACT REPRESENTATIVE PRIOR TO CONSTRUCTION.
 6. INSTALL WIRE AND CONDUIT AS INDICATED.
 7. PROVIDE GROUNDING AND LPS AS INDICATED ON DRAWINGS.
 8. RESTORE ALL AREAS TO ORIGINAL CONDITION AFTER INSTALLATION OF CONDUIT, CUT AND PATCH CONCRETE AND/OR ASPHALT AS REQUIRED.
 9. CONTRACTOR SHALL CLEARLY LABEL DISCONNECTS, METERS, BREAKERS, TELEPHONE TERMINAL BOX AND OTHER RELATED GEAR.
 10. CONTRACTOR SHALL APPLY FOR A THIRTY (30) DAY TEMPORARY POWER PERMIT FOR TESTING PURPOSES AT TIME OF PLAN PERMITTING.

3.0 CONDUIT

- A. CONDUIT SIZES AS SHOWN ON THE DRAWINGS ARE A MINIMUM. THE CONTRACTOR MAY INCREASE AS REQUIRED FOR EASE OF PULLING.
- B. CONDUIT TYPES AS FOLLOWS:
 1. ALL ABOVE GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL.
 2. ALL CONDUIT BELOW GRADE SHALL BE SCHEDULE 40 PVC.
 3. CONCEALED CONDUIT IN WALLS OR ABOVE CEILING MAY BE EMT.
 4. ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL. CONDUITS SHALL HAVE BURRS REMOVED WITH A REAMER. CONDUITS ENTERING CABINETS SHALL HAVE LOCK NUTS INSIDE AND OUT UNLESS ENTRANCE IS THREADED. NYLON INSULATED BUSHINGS SHALL BE USED ON ALL CONDUIT TERMINATIONS.
 5. FLEX CONDUIT SHALL BE LIQUID TIGHT FLEXIBLE METALLIC CONDUIT.

4.0 CONDUCTORS

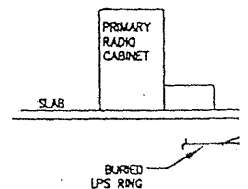
- A. CONDUCTORS SHALL BE STRANDED TYPE THIN WITH 75 DEGREE C RISE INSULATION OR AS INDICATED ON DRAWINGS.

5.0 GROUNDING

- A. PROVIDE GROUND SYSTEM AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.
- B. ALL RACETRAYS REQUIRE GROUNDING CONDUCTORS. BONDING CONDUCTORS THROUGH THE RACETRAY SYSTEM SHALL BE CONTINUOUS FROM MAIN SWITCH GROUND BUSES TO PANEL GROUND BARS, AND FROM PANEL GROUNDING BARS TO BRANCH CIRCUIT OUTLETS, MOTORS, LIGHTS, ETC. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.

LIGHTNING PROTECTION NOTES:

1. PROVIDE "CABLE ENTRANCE GROUND BAR" (CEGB), 3/4" X 6" X 1/4" O. MOUNT AT +2'-0" AT TELCO BOARD.
2. BOND INTERIOR OF HATCHPLATE TO INTERIOR LPS RING USING TWO-HOLE CONNECTORS AND #2 AVG GREEN INSULATED STRANDED COPPER WIRE. USE PARALLEL GRIP TYPE CONNECTOR AT INTERIOR LPS RING. SEE NONDIRECTIONAL SPLICE DETAIL.
3. PROVIDE A LPS RING BURIED A MINIMUM OF 18" BELOW GRADE. THE TYPICALLY THE LPS RING SHALL BE INSTALLED 2'-0" AWAY FROM FOUNDATION. VARIATIONS MAY ALLOWED DUE TO UNFORD FIELD CONDITIONS.
4. BOND EACH FENCE POST TO LPS RING USING AN EXOTHERMIC WELD. BOND FENCE GATE TO POST WITH A FLEXIBLE COPPER JUMPER STRAP MECHANICALLY OR EXOTHERMICALLY. TYPICAL FOR ALL FENCE PLANES WITHIN 6-FEET OF EQUIPMENT AND TOWER FOUNDATIONS.
5. BOND DISCONNECT SWITCH, METER, TELEPHONE CABINET AND SERVICE CONDUITS TO BURIED LPS RING AS THEY CROSS.
6. EACH LEG OF THE WAVEGUIDE STRUCTURE SHALL BE INDIVIDUALLY BONDED TO THE BURIED LPS RING. EXOTHERMICALLY WELD CONNECTIONS AT POST FOR WAVEGUIDE STRUCTURE AND BURIED LPS RING. PLACE 5/8"x10' COPPERCLAD LPS ROD AT 10-15 FEET INTERVALS ALONG WAVEGUIDE PATH.
7. BOND REBAR IN CONCRETE FOR TOWER FOUNDATION AND EQUIPMENT FOUNDATIONS TO BURIED LPS RING. EXOTHERMICALLY WELD A #2 THINNED SOLID COPPER CONDUCTOR TO THE REBAR AND CONNECT TO THE BURIED LPS RING.
8. PROVIDE INSPECTION SLEEVES WHERE BURIED LPS RING AND LPS RODS ARE EXOTHERMICALLY WELDED TOGETHER. SEE INSPECTION SLEEVE DETAIL.
9. PROVIDE BONDING CONDUCTOR(S) FROM THE BURIED LPS RING TO THE ANTENNA CABLE COPPER BUS BAR AT POINT OF COMMUNICATION STRUCTURE. EXT. VERIFY EXACT LOCATION OF COPPER BUS BAR FOR PROPER CONDUCTOR LENGTH. FINAL EXOTHERMIC WELDS TO COPPER BUS BAR BY THE ANTENNA CABLE INSTALLER.
10. EXOTHERMICALLY WELD BONDING CONDUCTOR TO COMMUNICATION STRUCTURE LEG AT 1'-0" ABOVE PAD AND BOND TO BURIED LPS RING. PROVIDE A 3/4" PVC SLEEVE WITH A GRADUAL BEND IN THE CONCRETE FOUNDATION.
11. 5/8"x10'-0" LONG COPPER CLAD LPS ROD, 10'-15' FEET SPACING BETWEEN RODS (NON-LINEAR), TYPICAL FOR ALL LPS RODS SHOWN. USE STAINLESS STEEL HARDWARE WHERE APPLICABLE.
12. ELECTRICAL CONTRACTOR SHALL TAKE MEGGER READINGS OF LPS. THE RESULTS SHALL NOT BE GREATER THAN 5 OHMS.
13. ALL CONNECTIONS TO LPS SHALL BE MADE IN LINE WITH BENDS NOMINAL 12" RADIUS IN THE DIRECTION OF CURRENT FLOW. T-CONNECTIONS WILL NOT BE ALLOWED.
14. ALL BENDS IN LIGHTNING PROTECTION SYSTEM SHALL BE NOMINAL 12" RADIUS.
15. ANTENNA CABLES SHALL BE BONDED AT EACH END. RUNS GREATER THAN 150' SHALL BE BONDED TOWARDS MIDDLE OF LENGTH. COORDINATE LOCATION WITH PRIMECO'S PROJECT MANAGER.
16. WHEN APPLICABLE, CONTRACTOR SHALL BOND AT&T FRAMES TO EACH OTHER AND TO LPS RING VIA TWO PATHS. COORDINATE WITH PRIMECO'S PROJECT MANAGER.
17. CONTRACTOR CAN DO ONE OF THE FOLLOWING AS DIRECTED BY PRIMECO'S PROJECT MANAGER. THE FIRST OPTION IS PREFERRED.
 - A. CADWELD EACH CABINET LPS WIRE TO LPS RING AS SHOWN IN EQUIPMENT LPS DETAIL.
 - B. CADWELD EACH WIRE TO A 1/4"x4"x12" MIN. COPPER BUS BAR LOCATED BEHIND RADIO CABINET. EXTEND A #2 WIRE FROM EACH END OF COPPER BUS BAR TO LPS RING.



EXOTI WIRE

WAVE

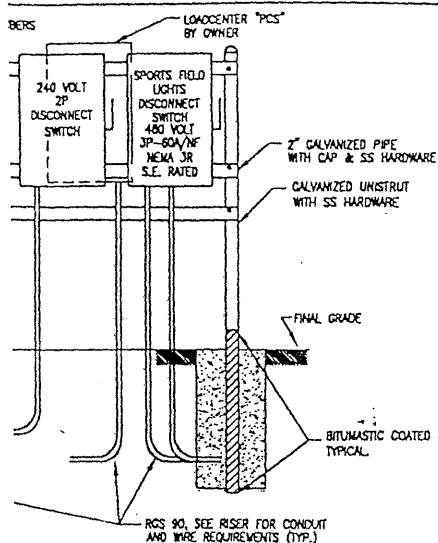
NTS

32"x42"x6" TELEPHONE TERMINAL BOX SUPPLIED BY OWNER INSTALLED BY CONTRACTOR SEE DETAIL

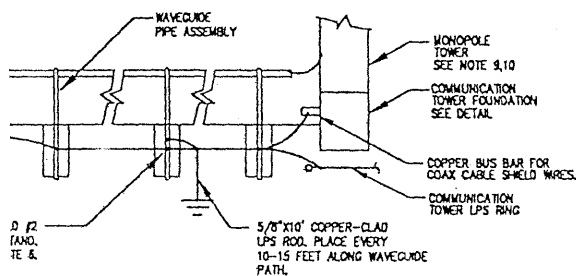
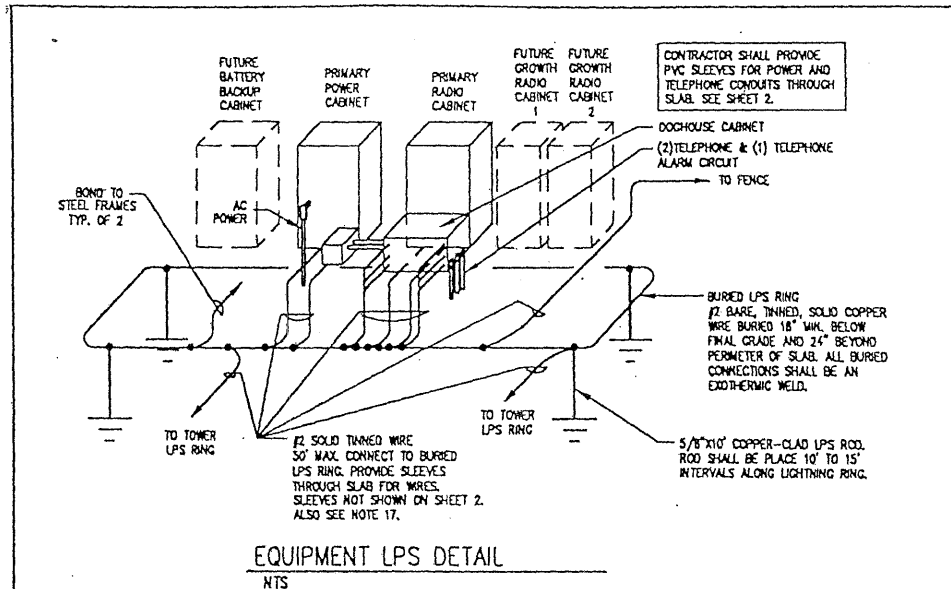
2" CONDUIT WITH PULLSTRIPS TO BELLSOUTH POINT CONNECT

TELEF

NTS

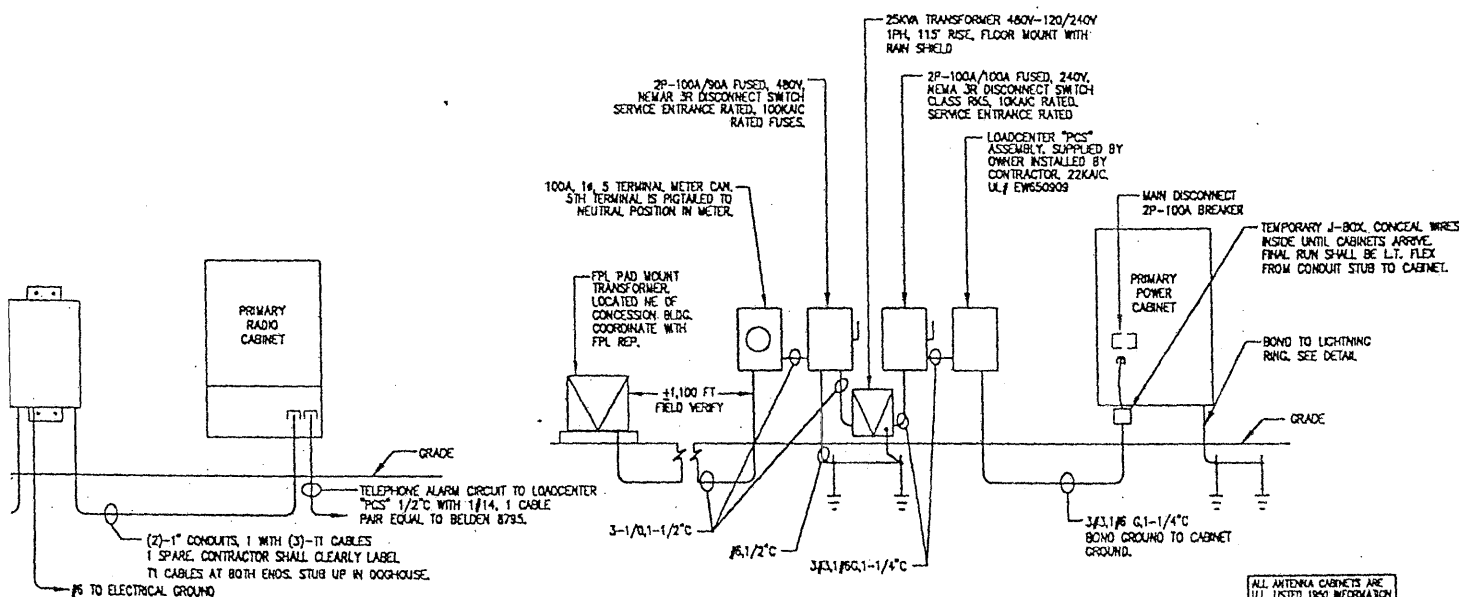


DETAIL



CABLE SUPPORT LPS DETAIL

LOAD CALCULATION	
LOAD	VA
ANTENNA EQUIPMENT POWER PANEL	19,200
TOTAL	19,200
AMPS @ 240VOLT, 1 PHASE	80AMPS
VOLTAGE PROVIDED: 120/240V, 1 ϕ , 3 WIRE	
AMPS PROVIDED: 100 AMPS	



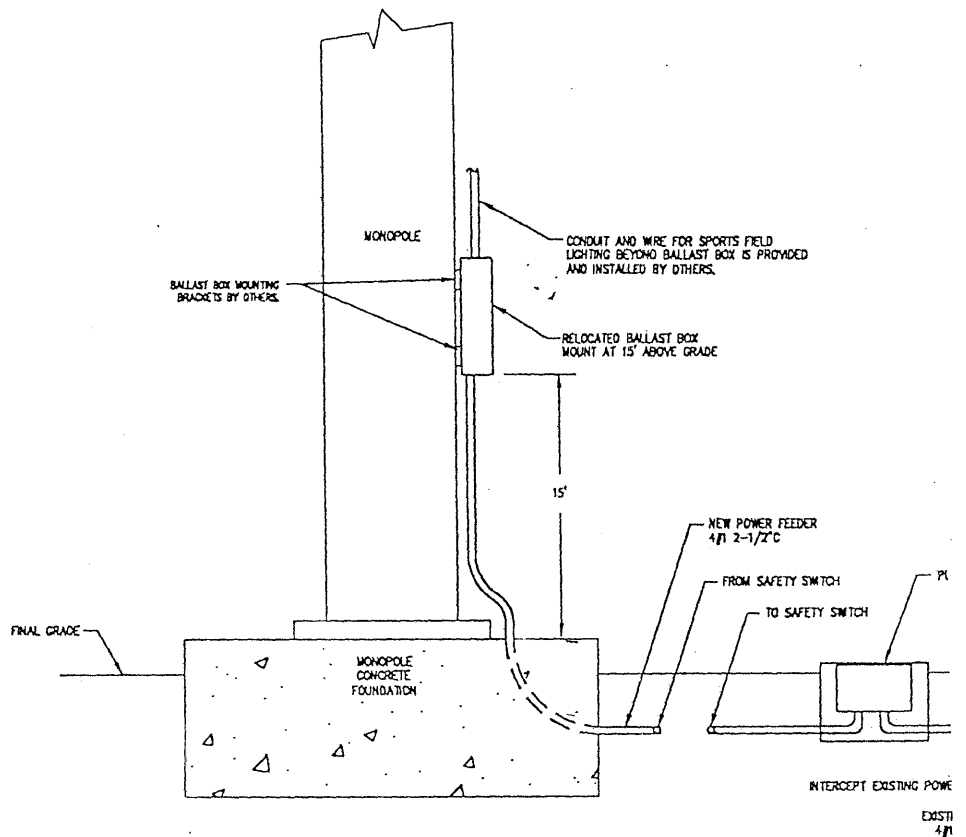
RISER DIAGRAM

ELECTRICAL RISER DIAGRAM

NTS

ELECTRICAL PLAN

PROJECT DATA		REGISTRATION NUMBERS		ANTENNA INSTALLATION AT JUPITER COMMUNITY PARK PROJECT NUMBER 61408-2	
BUILDING NAME:	JUPITER COMMUNITY PARK	C & E ENGINEERING	ES0000245	SCALE	AS NOTED
SITE ADDRESS:	3377 CHURCH ST. JUPITER, FL	J. T. CHAMPELL	PE 14634	DESIGNED BY	J.T.C.
OWNER/PRIC. ADDR:	TOWN OF JUPITER/ 344 SHAWAN AVE 744-5134	DALL G. WILKIN	PE 30814	DRAWN BY	M.A.G.
BLDG. DEPT./ZONING:	PULM. BEACH COUNTY/ PM			CHECKED BY	D.G.W.
BUILDING CODE:	SOUTH FLORIDA BUILDING CODE				
DATE		FILE & DRAWING NO.		SHEET	
6-10-95		044047.02		34	
CONSULTANTS		Kimley-Horn and Associates, Inc.		1	
VE., 2E, WPB, FL 33406		© 1995 KIMLEY-HORN AND ASSOCIATES, INC.			

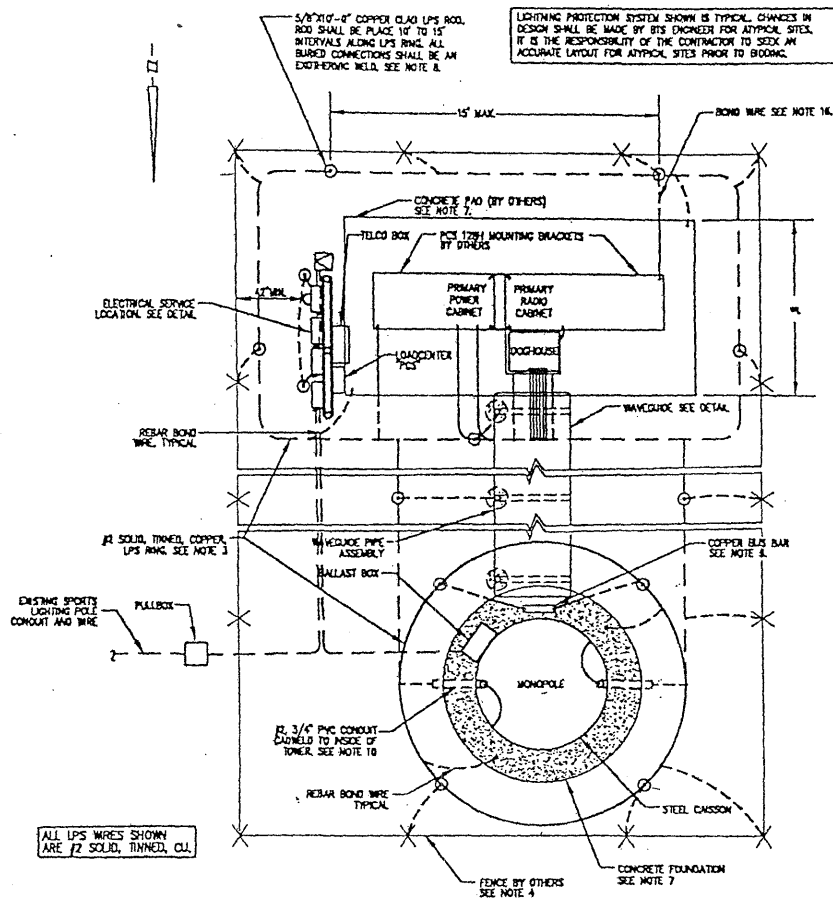


MONOPOLE RISER DETAIL

NTS

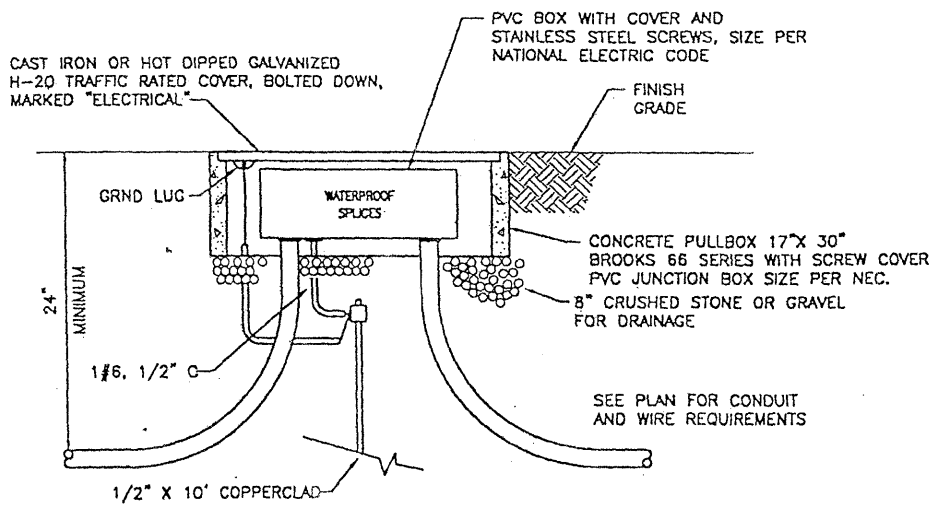
SPORTSFIELD LIGHTING NOTES:

1. REMOVAL OF SPORTSFIELD LIGHTS ARE BY OTHERS. (
2. CONTRACTOR SHALL DISCONNECT POWER TO SPORTSFIELD ELECTRICAL J-BOX AND RELATED CONDUIT AND WIRE. CONTRACTOR SHALL USE CARE SO AS NOT TO DAMAGE.
3. REMOVAL OF EXISTING CONCRETE POLE BY OTHERS.
4. CONTRACTOR SHALL RE-INSTALL EXISTING SPORTSFIELD STEEL ANTENNA MONOPOLE. CONTRACTOR SHALL PROVIDE BALLAST BOX.
5. CONTRACTOR SHALL PROVIDE A PULLBOX EQUAL TO AND UPS PLAN FOR APPROX. LOCATION.
6. INTERCEPT EXISTING LIGHTING UNDERGROUND POWER (THIS SHEET. MATCH CONDUIT AND WIRE SIZES, BASE



ELECTRICAL SERVICE AND LPS PLAN

NTS



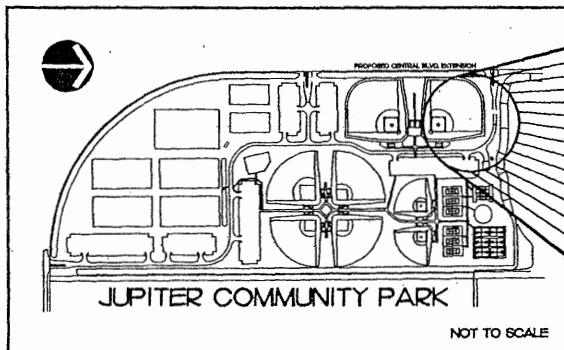
PULL BOX DETAIL

NOT TO SCALE

ELECTRICAL PLAN

PROJECT DATA: BUILDING NAME: JUPITER COMMUNITY PARK SITE ADDRESS: 33770 JUPITER BLVD, JUPITER, FL 33408 OWNER/PROJ. NO.: TOWN OF JUPITER/33408 407 746-5134 BLDG. CODE: PALM BEACH COUNTY/IN BUILDING CODE: SOUTH FLORIDA BUILDING CODE		REGISTRATION NUMBERS C & E ENGINEERING L. T. W. CAMPBELL D. G. W.		ANTENNA INSTALLATION AT JUPITER COMMUNITY PARK PROJECT NUMBER 61408-2	
NO. 1 REVISIONS		DATE BY SEAL		SCALE: AS NOTED DESIGNED BY: J.T.C. DRAWN BY: W.A.G. CHECKED BY: D.G.W. E80000698	
4431 EMBARCADERO DRIVE, WEST PALM BEACH, FL 33407 (407) 845 0885		Kimley-Horn and Associates, Inc. © 1995 KIMLEY-HORN AND ASSOCIATES, INC.		DATE: 6-10-96 FILE & DRAWING NO.: 044047.02 SHEET: E2 of 2	

LOCATION MAP



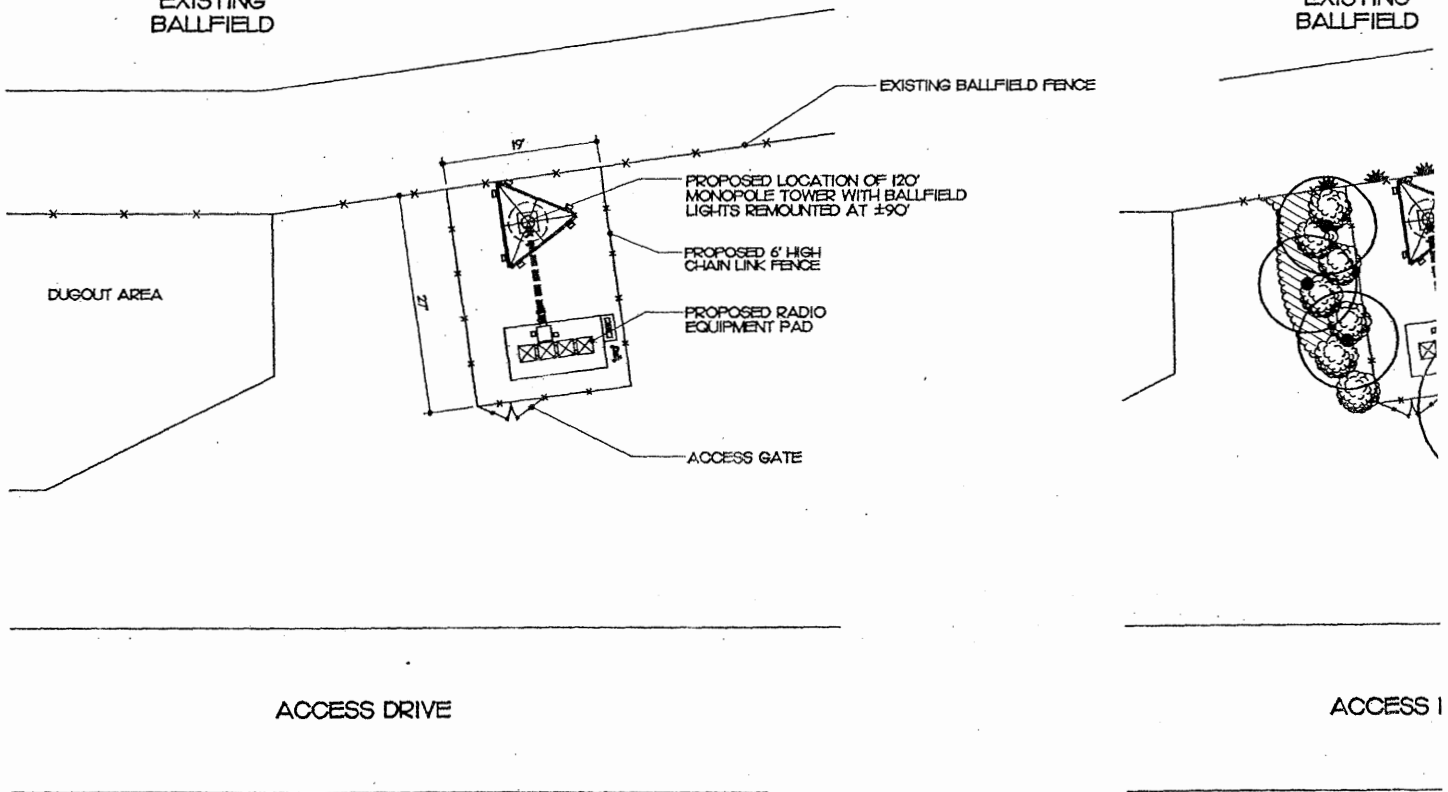
JUPITER COMMUNITY PARK

NOT TO SCALE

• NOTE: TOWER LOCATION SUBJECT TO TOWN OF JUPITER
LAND DEVELOPMENT REGULATIONS AND PARKS
& RECREATION DEPARTMENT REVIEW AND APPROVAL

EXISTING
BALLFIELD

EXISTING
BALLFIELD

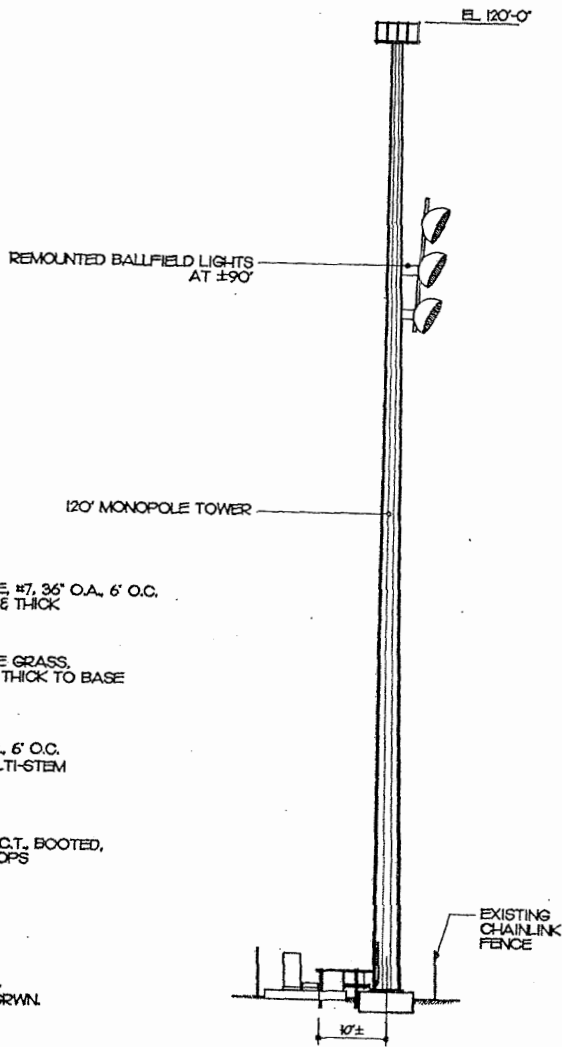


SITE PLAN

LANDSC

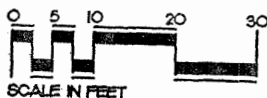
- 5 - CONFEDERATE JASMINE, #7, 36" O.A., 6' O.C. ESPALIER TO FENCE, FULL & THICK
- 36 - DWARF FAKAHTACHEE GRASS, #3, 18" O.A., 24" O.C. FULL & THICK TO BASE
- 17 - WAX MYRTLE, 8X6" SPD., 6' O.C. FULL & THICK TO BASE, MULTI-STEM
- 6 - CABBAGE PALMS, 12-16' C.T., BOOTED, TRUNKS, HURRICANE CUT TOPS
- GRAVEL INTERIOR
- 1 - LIVE OAK, 12" O.A., 5' SPD. FULL & THICK, CONTAINER GRWN.
- EUCALYPTUS MULCH, 3" MIN. TYP. IN ALL PLANTING BEDS.

PLAN



ELEVATION

SITE AND LANDSCAPE DEVELOPMENT PLAN



george g. gentile & associates, inc.
landscape architects/planners/environmental consultants
1001 north u.s. highway one • suite 205 • jupiter • florida 33477 • (407) 575-4657



PCS PRIMECO L.P.
JUPITER, JUPITER

designed MTH/CGB
drawn: MTH
approved: GGS
date: 2/21/98
job no.
revisions: 2/23/98
cad no. CAD001338

L-1

EXHIBIT C

(See Attached 1 Page)

3685564_v9

“Exhibit C Attachment”

Base Station Equipment, Power and Telco

- (1) BTS Cabinet
- (3) bRAMs (supports for BTS cabinets; battery cabinets)
- (1) Lynx 30 KW Generator with self contained fuel tank and auto transfer switch
- (2) 25 Gallon fuel containers that support the generator
- Separate Power Meter
- 200 AMP Gen Plug
- (2) Telco Boxes

Antennas and Coax

- (3) Scala AP20-1900-63 antennas @ 131.2'
- (2) Scala AP17-1900-90 antennas @ 131.2'
- (6) Coax @ 7/8"

Frequencies

VZW is in the PCS B-band frequency
Frequency range:
TX is 1950-1965 Mhz
RX is 1870-1885 Mhz

TOWN OF JUPITER
Request to Increase the Purchase Order for Professional Owner Representative Construction Management Services to an amount not to exceed \$464,000



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Request to Increase the Purchase Order for Professional Owner Representative Services for Two (2) Jupiter Fire Rescue Department Stations to NV5, Inc. to an amount not to exceed \$464,000

EXECUTIVE SUMMARY

Town staff is requesting the Town Council's approval to adjust purchase order number 20250357 to NV5, Inc. (NV5) in the amount \$27,000.00, to \$464,000.00. On October 1, 2024, Resolution 111-24 was approved for a Contract with NV5 for Owner Representative Services.

In order to assist Town staff with the supervision of the development and coordination required for the two fire stations, NV5 provided a proposal for Owner Representation Services to perform the design and construction management of the two new Fire Stations located at Piatt Place and Cinquez Park. The full amount of the proposal for the 24 months of project administration is \$464,000.00.

To expedite Town staff receiving assistance from NV5, the Town Manager authorized a purchase order for \$27,000.00 to cover two months of NV5's services on the project.

ANALYSIS

NV5 is an experienced consultant that is capable of managing complex construction projects, with proven track records in similar municipal projects. Their expertise will be instrumental in supplementing staff in navigating the challenges associated with these large-scale construction projects.

Given there are two fire station sites, the overall costs will be split between Piatt Place and Cinquez Park, with \$232,000 being allocated to each site. The owner's representative services for each of the sites are also being paid by different funding accounts because there are multiple uses which will be monitored during the design/construction. The costs for the Piatt Place site will be paid out of two separate professional services accounts one from the Community Investment Program for items related to fire station construction and the other from the Community Redevelopment Agency for areas which will have future park elements. The costs for the Cinquez Park site will be similarly paid out of two separate professional services accounts, one for items related to fire station construction and the other from the Community Investment Program for parks related elements. The funding for this item is available in the approved Community Investment Program for fire stations and the Community Redevelopment Agency budget. The funding is subject to annual appropriations during the budgeting process.

In the event the Town Council approves increasing purchase order 20250357 to \$464,000.00 the Finance Director will be directed to approve the increase in the Town's financial system.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Manage Growth
- Safety

ATTACHMENTS

1. NV5 Proposal

FUNDING SOURCE

Approved in Budget	\$29,835.20	Sources: Sources: Professional Services, Piatt Place CRA Design -19020315-531000 - E2402
	\$202,164.80	Professional Services, Piatt Place Fire Facility, 31034022-531000 - E2402
	\$220,400.00	Professional Services, Cinquez Park Fire Facility, 31034022-531000 - E2403
	\$11,600.00	Professional Services, Cinquez Park, 3102572-531000 R0018
Additional Funding Requested	\$	Sources:

*Funding is not necessary for this request.

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



STATEMENT OF WORK
TOWN OF JUPITER
FIRE STATIONS (2)
October 3, 2024

NV5 Inc., is pleased to submit this agreement (the “Agreement”) to the Town of Jupiter (“Town” or “Client”) for providing professional consulting services related to the New Fire Stations. The project understanding, statement of work, project schedule, and compensation are below.

Project Understanding

The Town has a contract with Kaufman Lynn for a progressive design build of two Fire Stations.

1) Piatt Place 2) Cinquez Park. The Town has requested Owners Representation services to assist in the design and construction of these facilities.

Statement of Work

Based on our project understanding, we offer the below Scope of Services as follows:

Pre-construction Services.

- Review and familiarize design and construction criteria in bid packages and documents
- Provide a constructability review of all contract documents and advise the Town and Architect/Engineer regarding constructability, error, omissions, conflicts, scheduling and anticipated construction duration.
- Prepare reports listing Town-approved design changes and documenting cost and schedule impacts. Ensuring design comments are incorporated from previous drafts.
- Analyze the Guaranteed Maximum Price cost estimate prepared by the Design Builder (DB) and report recommendations to the Town.
- Conduct design progress meetings and compose meeting minutes summarizing topics discussed.

• , Construction Services

- Provide coordination between the Town, the design consultant(s), and the contractor.
- Conduct and prepare minutes for kickoff meeting prior to the start of construction.
- Assist Town with direct purchase of items (if required).
- Observation of the contractor’s work and review of all inspection reports to ensure that work is performed in accordance with the contract documents.
- Conduct regular construction progress meetings and provide summaries of topics including audio recordings.
- Review construction progress against established Contractor Schedule

milestones to ensure the successful and timely completion of projects, providing feedback to both the Town and the contractor.

- Track quantities.
- Take progress photos.
- Track delays due to weather or other causes.
- Assist with inspection coordination if necessary due to schedule delay.
- Provide written status reports to the Town.
- Review and manage the project schedule. Including weather and holiday consideration.
- Assist Town with any time extension utilizing Town template.
- Establish and maintain a tracking system for all project construction records. This would be through (DB) Procore, including RFIs and submittals.
- Serve as the Town's representative during the construction phase.
- Ensure that design consultants visit the project at appropriate intervals to observe and document the progress and quality of work.
- Notify the Town and the contractor in writing of any work not in conformity with the Construction Documents.
- Make recommendations as to the correction of deficiencies or defects.
- Maintain copies of all required permits and monitor compliance with permit requirements.
- Certify contractor's applications for payment in the appropriate amount.
- Manage, review and act on contractor's submittals including shop drawings and samples.
- Respond to contractor's inquiries and provide information as appropriate.
- Review materials testing requirements and ensure tests are completed on schedule. Review and maintain test results, including budget and invoices from testing firm.
- Clarify and interpret the intent and scope of the contract documents.
- Monitor and enforce construction noticing requirements.
- Review change order requests from the contractor, respond to requests, and review change orders for the Town's approval and execution; maintain change order log.
- Review contract document changes and permits.
- Review and respond to claims related to the project.
- Conduct and participate in field visits, observations and demonstrations.
- Prepare, assemble and distribute (in conjunction with designers) the official substantial completion punch list and final punch list.
- Review the contractor's guarantees and warranties.

Close-Out Services

- In conjunction with Architect/Engineer, assist Town in determining substantial completion, defined as 95% of contract value of bid documents completed
- Assist the Town in administering and coordinating final inspections.
- Assist the Town in reviewing as-built drawings.
- Assist Town in processing final pay requests, release of retention, and certificates of insurance.

- In conjunction with Architect/Engineer, assist Town with filing Notice of Completion.
- Provide Construction Management files to the Town.
- Review contractor's record drawings, operations and maintenance (O&M) instructions and all other close-out documentation.
- Coordinate any startup requirements.
- Advise Town on warranty items, secure warranties and guarantees, inspect warranty work, and participate in one-year warranty review.
- Provide all approved submittals for Town's files

General

All progress meetings through construction shall cover contract time, weather/rain delays, claims, on time completion, progress on the project, submittals, proposals, schedule and other pertinent items. All meetings shall be audio recorded and provided to the Town.

Fee Structure

The Lump Sum Fee would be \$464,000 over 24 months.

See schedule attached for estimated effort, we would recommend a negotiated reduced monthly fixed fee of:

Phase I Design, Permitting, Demo. & Sitework \$13,500/month

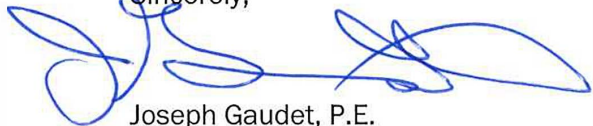
Phase II Construction & Closeout \$20,500/month

This would allow a known monthly exposure for the Town which would not be exceeded.

Notice to Proceed

This proposal is in accordance with our contract. Receipt of an approved work order will constitute a notice to proceed.

Sincerely,



Joseph Gaudet, P.E.

Vice President

**Owners Rep
Fee Development**

Attachment 1
NV5 Proposal



Project: Town of Jupiter, New Fire Stations (2)

10/3/2024

Phase I	Principal	Sr Project Manager	Project Manager	Admin	Line Total
Design, Permitting, Demo & Sitework					Monthly
Meetings	2	6	2		\$ 2,050
Site Visits	2	6	16		\$ 4,500
Field Coordination	1	2	4		\$ 1,350
Document Review	1	4	2		\$ 1,400
RFI/Submittals	1	4	2	1	\$ 1,500
Pay application Review	1	2	2	1	\$ 1,100
Schedule Review	1	1	4		\$ 1,150
Reporting	1	6	6	6	\$ 3,100
					\$ -
Subtotal	10	31	38	8	
Labor Rates	\$ 250	\$ 200	\$ 175	\$ 100	
Total	\$ 2,500	\$ 6,200	\$ 6,650	\$ 800	\$ 16,150 Monthly

Phase II	Principal	Sr Project Manager	Project Manager	Admin	Line Total
Construction and Closeout					
Meetings	4	8	4		\$ 3,300
Site Visits	4	6	24		\$ 6,400
Field Coordination	1	4	12		\$ 3,150
Document Review	2	4	2		\$ 1,650
RFI/Submittals	1	4	2	1	\$ 1,500
Pay application Review	2	4	2	2	\$ 1,850
Schedule Review	2	2	4		\$ 1,600
Reporting	2	6	6	8	\$ 3,550
					\$ -
Subtotal	18	38	56	11	
Labor Rates	\$ 250	\$ 200	\$ 175	\$ 100	
Total	\$ 4,500	\$ 7,600	\$ 9,800	\$ 1,100	\$ 23,000 Monthly

Summary	Contract Fee	Negotiated Reduction	Monthly Fee	Months	Total
Phase I	\$ 16,150	\$ 2,650	\$ 13,500	4.00	\$ 54,000
Phase II	\$ 23,000	\$ 2,500	\$ 20,500	20.00	\$ 410,000

Total Reduction \$ 60,600

TOTAL Lump Sum \$ 464,000

TOWN OF JUPITER

Approving the Town's Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program for 2023-2024.



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Michael Barbera, Chief of Police
FROM	Satu Oksanen, Neighborhood Services Manager
SUBJECT	Approving the Town's Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program for 2023-2024.

EXECUTIVE SUMMARY

Neighborhood Services is requesting Town Council's approval of the submittal of Program Year (PY) 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) to Housing and Urban Development (HUD).

The Town of Jupiter is an entitlement community and receives an annual allocation of Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD). These funds help the Town address the housing and community development objectives outlined by HUD, which include benefiting very low to moderate- income persons, aid in the prevention or elimination of slums or blight, and urgent need.

The Consolidated Annual Performance and Evaluation Report (CAPER) is designed to report on the progress of activities identified in the Annual Action Plan (AAP). The CAPER provides an overview of the Town's efforts and accomplishments in addressing its identified community development needs and priorities during FY2023-2024. This is the second completed year of the 2022-2027 Consolidated Plan.

The three plans (Consolidated Plan, Annual Action Plan and CAPER) correlate with the jurisdiction's overall goals for the community based on identified needs. The CAPER also addresses other public and private resources available to carry out identified activities and projects in the program year. Throughout the CAPER, expended amounts refer to actual costs the Town has been reimbursed and is reflected in the Integrated Disbursement Information System (IDIS).

The draft CAPER was completed in November 2024. A public notice was published in the Palm Beach Post on November 18, 2024, making the document available for public review and comment over a minimum of a 15-day period. Public comments, if any, resulting from this process will be incorporated into the "Citizen Participation Plan" section prior to electronic submittal to HUD via the Integrated Disbursement and Information System (IDIS).

ANALYSIS

Neighborhood Services is requesting Town Council's approval of the submittal of Program Year (PY) 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) to Housing and Urban Development (HUD).

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. CAPER 2023-2024
2. CAPER Ad

FUNDING SOURCE

Approved in Budget \$ *

Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Satu Oksanen, neighborhood Services Manager at SatuO@jupiter.fl.us or 561-741-2524.

**COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM**

**CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT (CAPER)
FY 2023-2024**



December 30, 2024

Executive Summary.....	2
CR-05 - Goals and Outcomes	3
<u> CR-10 - Racial and Ethnic composition of families assisted</u>	6
CR-15 - Resources and Investments 91.520(a)	7
CR-20 - Affordable Housing 91.520(b)	10
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	12
CR-30 - Public Housing 91.220(h); 91.320(j)	14
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j).....	15
CR-40 - Monitoring 91.220 and 91.230.....	18
CR-58 – Section 3	19

Executive Summary

The Town of Jupiter is an entitlement community and receives an annual allocation of Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD). These funds help the Town address the housing and community development objectives outlined by HUD, which include benefiting very low to moderate- income persons, aid in the prevention or elimination of slums or blight, and urgent need.

The Consolidated Annual Performance and Evaluation Report (CAPER) is designed to report on the progress of activities identified in the Annual Action Plan (AAP). The CAPER provides an overview of the Town's efforts and accomplishments in addressing its identified community development needs and priorities during FY2023-2024. This is the second completed year of the 2022-2026 Consolidated Plan.

The three plans (Consolidated Plan, Annual Action Plan and CAPER) correlate with the jurisdiction's overall goals for the community based on identified needs. The CAPER also addresses other public and private resources available to carry out identified activities and projects in the program year. Throughout the CAPER, expended amounts refer to actual costs the Town has been reimbursed and is reflected in the Integrated Disbursement Information System (IDIS).

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

The Town of Jupiter has prepared the FY 2023-2024 CAPER as required by HUD, which describes the use of CDBG funds during the second program year of the 2022-2026 Consolidated Plan period, covering October 1, 2023 to September 30, 2024.

The information provided in this CAPER gives a review of the activities and accomplishments associated with FY 2023-2024.

Below are the Town's accomplishments and highlights for FY 2023-2024

Roof Replacement

The Town assisted single-family homeowners with roof replacement. Priority was given to seniors and disabled low-income households in the Town.

- **Person Assisted:** 3
- **Expenditure:** \$68,107.03

CDBG-CV

Eastview Manor Park

The project included the installation of new playground equipment to the Eastview Manor neighborhood. This was a passive park that did not have a play structure. The playground is a great addition to the Eastview Manor neighborhood.

- **Expenditures:** \$249,424.58/ CDBG \$62,118

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	CDBG administration	CDBG: \$55,723.00	Other	Other	1000	0	100.0%			100.0%
Housing Rehabilitation	Affordable Housing	CDBG: \$118,638.93	Homeowner Housing Rehabilitated	Household Housing Unit	3	3	100.0%	3	3	100%
Public Services Infrastructure	Non-Housing Community Development	CDBG: \$336,312.11	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3980	0	100.0%	3980	0	0

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The Town continues its goal to provide safe, decent affordable housing with roof replacement of existing units to low- to moderate

income residents. Funds are also allocated to infrastructure improvement projects in the low- to moderate income communities.

The Town also assisted with Non-Housing Community Development using CDBG-CV funds for the following projects:

- Installation of a new playground equipment in the Eastview Manor Park. The park features shade sails, rope climbers, a coastal-themed seesaw and new swings. The town prioritized ADA compliant access and active play for children of all ages and abilities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	2
Black or African American	0
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	3
Hispanic	0
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 provides an aggregate of race and ethnicity data for households assisted through the following programs- CDBG. The accomplishment data from Roof replacement activities reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public - Federal	\$559,960.01	\$195,937.86
CDBG-CV	Public - Federal	\$311,542.53	\$251,137.60
Total	Public - Federal	\$871,502.54	\$447,075.46

Table 3 - Resources Made Available

Narrative

In FY 2023-2024 the Town expended funds from multiple CDBG open years and CDBG-CV funds. The table above details the resources made available during the program year as well as funds expended during the program year.

The federal resources available for the implementation of projects during FY 2023-2024 are identified in Table 3. Total CDBG resources available in FY 2023-2024 were:

- \$278,617 (new CDBG allocation PY 2023-2024)
- \$281,343.01 unexpended CDBG funds from prior years
- The Town expended \$195,37.86 in CDBG funds during FY 2023-2024

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
202 BG 3	80%	80%	Public Improvement
Townwide	20%	20%	Planning and Administration
Townwide	Previous years allocation	42.3%	Roof Replacement

Table 4 – Identify the geographic distribution and location of investments

Narrative

The geographic distribution identified above are funds identified in the FY 2023-2024 Annual Action Plan. During the FY 2023-2024 the Town expended funds from multiple years and focused on expending CDBG-CV funds from previous years. The roof replacement and public improvement projects began in FY 2023-2024.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The Town has leveraged town funds as well as other federal funds for public improvement projects.

The Town does not have any publicly owned land or property located within the jurisdiction to address affordable housing.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	3
Number of households supported through Acquisition of Existing Units	0	0
Total	0	3

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The difference between the goals, outcomes and problems encountered in meeting these goals were that neither the regular CDBG nor the CDBG-CV funding was enough to provide for all the needs. The goal for the town was to encourage rehabilitation of single-family homes to provide safe and affordable housing for all family types, particularly elderly low-income households. The outcome resulted in the Town successfully completing three roof repairs for senior homeowners under its housing rehabilitation program.

As far as homelessness, based on the data available on a county-wide level as well as the count in Jupiter, Jupiter has relatively few homeless persons located in the Town. CDBG funds therefore were not used to serve the homeless population. However, the prevention of homelessness was addressed. The Town and its community partners provided additional services for the homeless utilizing other sources of funds. These services include food distribution, referrals to free primary medical care, access and referrals to public assistance and Palm Beach County shelters.

Discuss how these outcomes will impact future annual action plans.

With outlining the purpose use of CDBG funds in the future action plan for Housing Rehabilitation and addressing the affordable housing crisis will bring awareness to the community and show the actions that will take place in the future ensuring the community there is help to stabilize our ongoing issue that has been effecting everyone.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	3	0
Moderate-income	0	0
Total	3	0

Table 7 – Number of Households Served

Narrative Information

The three households assisted in the roof replacement program were all low-income (31-50% AMI).

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The Town of Jupiter does not directly oversee services for serving the homeless populations but does partner with local agencies that do. There are currently no homeless shelters within the Town limits. The Town's Police Department will transport any identified homeless individuals to the Palm Beach County's Lewis Center for intake and individual assessment per an Interlocal Agreement. This involves trained outreach workers who engage with unsheltered persons, providing them with information about available resources and services.

Addressing the emergency shelter and transitional housing needs of homeless persons.

Jupiter collaborates with local organizations to provide emergency shelter services. The two designated emergency shelters are Independence Middle School and Palm Beach Gardens High School that activate during storms or other emergencies. These shelters are coordinated with the American Red Cross and local emergency management

The Town of Jupiter continues to participate as a part of the Palm Beach County's Continuum of Care and with local organizations i.e. Pearl Mae Foundation, Jupiter Medical Center (JMC) and HealthyMe (previously known as MyClinic) to address any emergency sheltering concerns from the Town's sub-recipients. These agencies were subrecipients of CDBG and CDBG-CV funding to assist during the national public health pandemic with special attention to address social health determinants. In addition, Homeless Coalition of Palm Beach County and Community Partners of South Florida offer transitional housing programs. These programs provide temporary housing solutions while helping individuals and families transition to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Town's entitlement allocation is not enough to provide a paid staff person or funding to address all the aforementioned individuals likely to become homeless. Over the past years, Neighborhood Services has sought innovated ways to partner with local nonprofits within the

Town's limits. Pearl Mae Foundation, Jupiter Medical Center and HealthyMe are local nonprofit healthcare referral agencies and providers that assist those who are being discharged from the hospital to avoid becoming homeless. Other Nonprofits with the Palm Beach County such as Holy Ground PBC and Villages of Hope play a crucial role in providing shelter and support services. Holy Ground PBC focuses on sheltering and mentoring young mothers and their children experiencing homelessness. Villages of Hope provides independent living residential support and essential life-skills development for emancipated foster youth and homeless youth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Town of Jupiter is a part of the Palm Beach County's Continuum of Care, which provides resources for permanent supportive housing, HUD-VASH, SSVF, ESG Rapid-Rehousing, and HHA's Housing Stabilization program. These programs address the needs of individuals and families who are homeless or at-risk of being homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing.

The Town of Jupiter actively participates in several collaborations to improve the coordination between public and private housing providers as well as governmental health, mental health and service agencies.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership.

The Town of Jupiter does not have a Public Housing Authority. Parties requiring assistance in public housing or those desiring to transition to home ownership will rely upon Palm Beach County's public housing authority.

Actions taken to provide assistance to troubled PHAs.

The Town of Jupiter does not have a Public Housing Authority. Parties requiring assistance in public housing or those desiring to transition to homeownership will rely upon the County's public housing authority.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Town plans for Workforce Housing Development are still a priority. The specific projects are the Town's transit-oriented development zoning overlay district in the Toney Penna Drive area adjacent to the potential future location of a Tri-Rail station along the Florida East Coast Railway corridor; a mixed-use land use category assigned to more than 2,100 acres in the Town, and a mixed-use market-rate project in the Abacoa Development, which includes six workforce housing units. The workforce shortage and inflation costs in the construction industry have caused delays. The Town will continue to monitor the housing market to determine the best time to move the projects forward.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Plans to meet underserved needs include the continued provision of funding for public service activities that focus on LMI families, youth, and the homeless and continued participation in the CoC. Priorities were established based on community input, feedback from the community meetings, department heads, demographics, and community data. The primary obstacle to addressing underserved needs is limited financial resources.

The Town task force actively works on identifying local community providers who will work alongside the Town to reduce the number of poverty-level families targeting the same population.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Town continues to require a risk assessment to identify lead-based paint hazards. The Town performs interim control measures to eliminate any hazards that are identified. State lead-based paint hazard brochures are provided for public distribution by the building department.. Neighborhood Services will continue working with Code Compliance officers to identify units within the Towns limits that may need education on lead-based paint hazards and how to access resources.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Town does not provide direct services that specifically reduce the number of poverty-level families. However, the Town has partnerships with local agencies that provide direct services to work with families and reduce poverty. The Town continues to provide in-kind leasing to El-Sol.

This community-based organization provides direct services to predominantly migrant families needing health services, workforce assistance, education resources, and more. The Town has a partnership with HealthyMe, a free social service hub that provides health and social service referrals to adults in need of assistance.

The Town's task force actively works on identifying, meeting, and working on interagency agreements with local community providers who will work alongside the Town in reducing the number of poverty-level families. As a result, the Town has been exploring agencies that are a part of the Children's Services Council of Palm Beach County who provide services or are interested in expanding services to the residents of the Town of Jupiter. Particularly those that focused on financial literacy, self-sufficiency, and employability skills.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town continues cultivating relationships with external organizations and internal departments to deliver the projects, programs, and services outlined in the Consolidated Plan and the Action Plan.

The Entities involved include the El Sol, Palm Beach County Department of Housing and Economic Sustainability, Treasure Coast Regional Planning Council, Palm Beach County Senior Services, and Palm Beach County Human Services. The Town departments integrally involved in the administration of the CDBG program are the Police Department, Engineering Department, Finance Department, Parks and Recreation, Planning and Zoning, and Utilities. The Town continuously reviews the Consolidated Plan to ensure that gaps identified in the institutional structure are addressed.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Jupiter actively participates in several collaborations to improve the coordination between public and private housing providers and governmental health, mental health, and service agencies. The Town of Jupiter continues to work with Habitat for Humanity and Palm Beach County Children's Services Council.

In 2015, the Town of Jupiter created a Workforce Housing Program Steering Committee to review all the Town's affordable housing policies. The committee consisted of Town staff, non-profit housing organizations, developers, residents, representatives of financial institutions, and the Jupiter Police Department. As a result, the Town created a comprehensive, affordable housing development mechanism to increase the availability of affordable housing opportunities. In addition to the CDBG-funded housing services, the Town has developed a wide range of policies and programs, including a density bonus program to incentivize private investment in affordable

housing.

The Town of Jupiter has established several cross-departmental teams to overcome gaps in institutional structures and enhance coordination. The CDBG Taskforce meeting that consists of staff from the Police Department, Finance, Neighborhood Services, Administration, Utilities, Engineering, Planning & Zoning and Parks & Recreation meets monthly to facilitate communication regarding current and future projects. In addition, the Neighborhood Topics group, consisting of members from the Neighborhood Services Department, Code Compliance, Building Department, Administration, Planning & Zoning Department, Jupiter Police Department, Engineering Department and Recreation Department also meets as needed. The team's purpose is to develop ways to address and solve issues affecting the neighborhoods (especially the older ones, which are L/M Income).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The activities and initiatives undertaken by the Town of Jupiter to address potential impediments to fair housing choice for FY 2023-2024 were working with the task force members to find solutions to address Affirmatively Furthering Fair Housing (AFFH). The Town provided an information session at its public hearings on the AAP. The logo for fair housing is placed on all general advertising related to CDBG funding announcements. The logo for fair housing is also placed on the Town's Neighborhood Services Department web page.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The Town is continuing to seek a list of non-government organizations (NGOs) to include in the public outreach plan including neighboring public housing agencies and section 3 residents. The Town has focused on providing a more comprehensive outreach effort that broadens and expands to W/MBE thru encouragement and education with the head of departments when developing the bidding documents. There is an outreach strategy to include a comprehensive list of neighboring minority and section 3 entities to share bid information. The Town of Jupiter has less than 10% of minority residents and even fewer in businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town of Jupiter placed an Advertisement in the major regional newspaper, the Palm Beach Post. Notice of the document's availability was also posted on the Town's website. The notice provided instructions to the public about how to retrieve the document online or in person and advised of a comment period ending in 15 days. The Town did not receive any comments from citizens. The Town website: [Public Notices | Jupiter, FL - Official Website](#)

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants? No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	2	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.	3				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding childcare.					
Assisted residents to apply for or attend community college or a four year educational institution.					
Assisted residents to apply for or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Ad Preview

**PUBLIC NOTICE
TOWN OF JUPITER, FLORIDA
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
CONSOLIDATED ANNUAL
PERFORMANCE EVALUATION
REPORT**

**(CAPER FY 2023/2024)
November 18, 2024**

The Town of Jupiter has completed its Consolidated Annual Performance Evaluation Report (CAPER FY 2023/2024) as required by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 91. This report assesses the City's performance for FY 2023 relative to the expenditure of funds provided by HUD and other public and private entities.

The report is available for public review beginning Monday, November 18 to Monday December 2 between the hours of 8:00 A.M. and 5:00 P.M., Monday - Friday, at the Neighborhood Service Division, 196 Military Trail, Jupiter, FL 33458, and the Town's website:

www.jupiter.fl.us

Written comments regarding this report may be submitted to Neighborhood Service Division at 196 Military Trail, Jupiter, FL or email to SatuO@jupiter.fl.us, on or before 5:00 P.M., on Monday, December 2, 2024.

The Town Council will hold a Public Hearing on the CAPER FY 2023-2024 on Tuesday, December 3, 2024, at 7:00 p.m. in the Town Council Chambers, located at 210 Military Trail, Jupiter, FL 33458, to solicit comment and approve the report. Interested parties are encouraged to attend and participate.

Town of Jupiter
Frank J Kitzerow
Town Manager
or
Laura Cahill
Town Clerk
11/18/24 10747904

TOWN OF JUPITER
Purchase Order for New Vehicles for the Public Works Division and the Building and Utilities Departments



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Purchase Order for New Vehicles for the Public Works Division and the Building and Utilities Departments.

EXECUTIVE SUMMARY

Town staff is requesting approval to purchase eleven (11) new vehicles with an anticipated total purchase price of \$593,648.00, using the City of Tallahassee Agreement Number 5179, for New Municipal Vehicles, under the effective Initial Term of January 13, 2022 through January 13, 2025.

The vehicles included in this request for approval were budgeted in the Town's fiscal year (FY) 2025 operating budget.

Vehicles details are provided in Attachment 1, New & Replacement Vehicle Purchase Summary.

Vehicles scheduled for replacement meet the Town's vehicle replacement criteria, being in fair to poor condition, accruing over 100,000 total miles, and/or being greater than ten years old.

Specifications for each vehicle included in this purchase request are provided in Attachment 2, New Vehicle Quotes.

The Town Attorney has reviewed the attached documents and finds them to be in acceptable form.

ANALYSIS

The total quoted costs for all vehicles included in this request is \$593,648.00, while the total available budget is \$656,180.00 as illustrated in Attachment 1.

The City of Tallahassee Agreement No. 5179 for New Municipal Vehicles, with an effective Initial Term of January 13, 2022 through January 13, 2025, was competitively bid and contains provisions for other public entities to make vehicle purchases under their Agreement. Price quotes obtained for the eleven (11) new Town vehicles for the Public Works Division and the Building and Utilities Departments comply with the City of Tallahassee Agreement No. 5179. Funding is available in the respective FY2025 operating budgets.

In the event Town Council authorizes the purchase of the vehicles included in this request, a

purchase order will be issued to procure the vehicles.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. New & Replacement Vehicle Purchase Summary
2. New Vehicle Quotes
3. City of Tallahassee Agreement 5179 for Municipal Vehicles

FUNDING SOURCE

Approved in Budget		Sources:
	\$58,995.00	Eng/PW FY25 Ops Budget Accts. 00132141-564000
	\$42,796.00	Eng/PW FY25 Ops Budget Accts. 00132341-564000
	\$85,592.00	Eng/PW FY25 Ops Budget Accts.00132441-546000
	\$39,817.00	Eng/PW FY25 Ops Budget Accts.00132041-564000
	\$53,772.00	Building Amin FY25- 45040024-564000
	\$50,234.00	Water/ Field Vehicle FY25- 40050233-564003
	\$70,736.00	Water/ Field Vehicle FY25- 40050233-564003
	\$70,736.00	Water/ Field Vehicle FY25- 40050233-564003
	\$70,736.00	Stormwater/Field Vehicle Fy25- 41050238-564003
	\$50,234.00	Stormwater/Field Vehicle Fy25- 41050238-564003
	\$593,648.00	Total Approved in Budget

Additional Funding Requested	N/A	N/A
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For more information or to request attachments, please contact Johann Lopez at johanni@jupiter.fl.us or 561-741-2449.

	Account	Department	New Vehicle Description	Units	Budgeted Amount	Quote Amount	Quote #	Division or Department	Existing Fleet ID	Existing Vehicle Description	Existing Vehicle Odometer (miles)
1	00132141-564000	PW Building	2025 - 250 Transit Van	1	\$ 62,968	\$ 58,995	1	Public Works Electricians	New Vehicle	N/A	N/A
2	00132341-564000	PW Grounds	2025 - Ford F150	1	\$ 53,968	\$ 42,796	2	Public Works - Landscape Coordinator	M-63	2013 FORD F150	115,915
3 & 4	00132441-564000	PW Roads	2025 - Ford F150	2	\$ 107,922	\$ 85,592	3	Public Works - ROW Crew	M-57 & M-78	M57- 2007 FORD F150 M78-2008 FORD F250 SUPER DUTY	M57-107,064; M78-130,000
5	00132041-564000	PW Admin	2025 - Ford Explorer	1	\$ 41,322	\$ 39,817	4	Public Works Administrative Staff	E-16	2005 FORD EXPLORER	69,000
6	45040024-564000	Building Admin	2025 - Chevy Tahoe	1	\$ 55,000	\$ 53,772	5	Director of Construction Services	New Vehicle	N/A	N/A
7	40050233-564003	Water Field	2025 - F150 Crew Cab	1	\$ 55,000	\$ 50,234	6	Utilities Field	WF- 89	2008 FORD F250 4X4	100,827
8	40050233-564003	Water Field	2025 - F250 Super Duty	1	\$ 75,000	\$ 70,736	7	Utilities Field	WF- 117	2017 FORD F250	132,194
9	40050233-564003	Water Field	2025 - F250 Super Duty	1	\$ 75,000	\$ 70,736	7	Utilities Field	WF - 118	2017 FORD F150	115,007
10	41050238-564003	Stormwater Admin	2025 - F250 Utility Bed	1	\$ 75,000	\$ 70,736	7	Utilities Field	SWF - 14	2008 FORD F250 4X4	104,373
11	41050238-564003	Stormwater Admin	2025 - F150 Crew Cab	1	\$ 55,000	\$ 50,234	6	Utilities Field	SWF - 16	2014 FORD F250 4X4	68,099
			Total	11	\$ 656,180	\$ 593,648					

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	58919-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/25/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/25/2024

REQUESTING AGENCY	JUPITER, TOWN OF			
CONTACT PERSON	Johann Lopez	EMAIL	johannl@jupiter@jupiter.fl.us	
PHONE	561-741-2449	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	R1C 101A	MSRP	\$53,555.00
2025D FORD TRANSIT T-250 CARGO VAN MEDIUM ROOF RWD 148" WB 9070 GVWR			

CUSTOMER ID	GOVERNMENT PRICE	\$50,140.00
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BED LENGTH	
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
101A	OPTIONS Order Code 101A	\$0.00
15C	Front Black Wheel Well Liners	\$295.00
17B	Fixed Rr Cargo Door & 2nd Row Passenger-Side Glass	\$425.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
43B	Back Up Alarm	\$150.00
43R	Reverse Sensing System	\$0.00
52C	Keyless Entry Keypad	\$95.00
55D	Front Fog Lamps	\$0.00
58B	Radio: AM/FM Stereo w/SYNC 4	\$930.00
60B	Heavy-Duty Cargo Flooring	\$925.00
61D	360-Degree Camera w/Split View	\$1,000.00
65A	Blind Spot Assist 1.0	\$595.00
66C	D-Pillar Assist Handles	\$60.00
68J	Extended Length Running Boards	\$655.00
85B	Heavy-Duty Scuff Plate Kit	\$0.00
92E	Privacy Glass	\$225.00
942	Daytime Running Lights	\$45.00
94A	Side Sensing System	\$480.00
X73	3.73 Axle Ratio	\$0.00
PW PL	Power Windows & Locks (Incl)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
BUC	Back Up Camera	\$0.00
RKE	Remote Keyless Entry	\$0.00
FACTORY OPTIONS		\$5,880.00



CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

AFTERMARKET OPTIONS	DESCRIPTION	
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$220.00
FS MP3-4-AA	(4) Federal Signal Micro Pulse Ultra LED's with (2) mounted in grille and (2) mounted to rear of vehicle (AMBER).	\$945.00
DTF G VAN	Deep tint film on cargo van with side and rear door glass.	\$470.00
AA REAR	American Aluminum rear step.	\$1,095.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	\$245.00
AFTERMARKET OPTIONS		\$2,975.00

TRADE IN	TOTAL COST	\$58,995.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S) QTY 1	\$58,995.00

Estimated Annual payments for 60 months paid in advance: \$13,564.17
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet
Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

ATTACHMENT 2
NEW VEHICLE QUOTES
**2025 MODEL YEAR TO
BE PROVIDED**

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD MSRP:\$49,285.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
R1C	[Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD	\$49,285.00
OPTIONS		
101A	Order Code 101A	\$0.00
15C	Front Black Wheel Well Liners	\$295.00
17B	Fixed Rr Cargo Door & 2nd Row Passenger-Side Glass	\$425.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
43B	Back Up Alarm	\$150.00

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Data Version: 20920. Data Updated: Nov 9, 2023 6:39:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)

43R	Reverse Sensing System	Inc.	
44U	Transmission: 10-Spd Automatic w/OD & SelectShift		\$0.00
52C	Keyless Entry Keypad		\$95.00
55D	Front Fog Lamps	Inc.	
58B	Radio: AM/FM Stereo w/SYNC 4		\$930.00
60B	Heavy-Duty Cargo Flooring		\$925.00
61D	360-Degree Camera w/Split View		\$1,000.00
65A	Blind Spot Assist 1.0		\$595.00
66C	D-Pillar Assist Handles		\$60.00
68J	Extended Length Running Boards		\$655.00
85B	Heavy-Duty Scuff Plate Kit	Inc.	
92E	Privacy Glass		\$225.00
94Z	Daytime Running Lights		\$45.00
94A	Side Sensing System		\$480.00
998	Engine: 3.5L PFDi V6 Flex-Fuel		\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats		\$0.00
X73	3.73 Axle Ratio		\$0.00
YZ	Oxford White		\$0.00
SUBTOTAL			\$55,165.00
Adjustments Total			\$0.00
Destination Charge			\$2,095.00
TOTAL PRICE			\$57,260.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (Complete)

Standard Equipment

Mechanical

Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)

Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Rear-Wheel Drive

70-Amp/Hr Maintenance-Free Battery w/Run Down Protection

250 Amp Alternator

3834# Maximum Payload

GVWR: 9,070 lb

Front Anti-Roll Bar

Electric Power-Assist Steering

25.1 Gal. Fuel Tank

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 16" Silver Steel w/Black Hubcap

Tires: 235/65R16C 121/119 R AS BSW

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper

Black Rear Bumper w/1 Tow Hook

Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Side Mirrors w/Convex Spotter

Short-Arm Manual-Folding Power Adjust Mirrors

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)

Exterior

Light Tinted Glass

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Black Grille

Front License Plate Bracket

Sliding Rear Passenger Side Door

Split Swing-Out Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off

Headlights-Automatic Highbeams

Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control

Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)

Streaming Audio

Fixed Antenna

Bluetooth Wireless Phone Connectivity

1 LCD Monitor In The Front

Interior

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)

4-Way Driver Seat

4-Way Passenger Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)

Interior

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert

Front Cloth Headliner

Urethane Gear Shifter Material

Vinyl Front Bucket Seats

Partial Floor Console w/Storage and 3 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering

Cargo Space Lights

Driver Alert

Pre-Collision Assist w/Automatic Emergency Braking

Instrument Panel Bin, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver 1-Touch Down

Power Door Locks w/Autolock Feature

Driver Information Center

Analog Appearance

Manual Adjustable Front Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer

3 12V DC Power Outlets

Safety-Mechanical

Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Lane-Keeping System Lane Departure Warning

Low Tire Pressure Warning

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)

Safety-Interior

- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Safety Canopy System Curtain 1st Row Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	5235 lbs	Gross Axle Wt Rating - Front	4130 lbs
Gross Axle Wt Rating - Rear	5515 lbs	Curb Weight - Front	3051 lbs
Curb Weight - Rear	2184 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1079.00 lbs
Reserve Axle Capacity - Rear	3331.00 lbs	As Spec'd Curb Weight	5235.00 lbs
As Spec'd Payload	3835.00 lbs	Maximum Payload Capacity	3835.00 lbs
Gross Combined Wt Rating	10800 lbs	Gross Axle Weight Rating	9645.00 lbs
Curb Weight	5235.00 lbs	Reserve Axle Capacity	4410.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	9070.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	5000 lbs	Wt Distributing Hitch - Max Tongue Wt.	500 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailerling Capacity	5000 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Leaf
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	LT235/65SR16
Rear Tire Size	LT235/65SR16	Spare Tire Size	Full-Size
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	720
Revolutions/Mile @ 45 mph - Rear	720	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	16 X 6.5 in	Rear Wheel Size	16 X 6.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.8 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.1 in
Rear Brake Rotor Diam x Thickness	12.1 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	25.1 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD (✔ Complete)

Dimensions

Interior Dimensions			
Passenger Capacity	2	Front Head Room	52 in
Front Leg Room	41.3 in	Front Shoulder Room	67.9 in
Front Hip Room	60.7 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		
Exterior Dimensions			
Wheelbase	148 in	Length, Overall w/rear bumper	N/A
Length, Overall	235.5 in	Width, Max w/o mirrors	81.3 in
Height, Overall	101.3 in	Overhang, Front	40.3 in
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	28.7 in	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		
Cargo Area Dimensions			
Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	143.7 in
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	70.2 in
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	54.8 in
Cargo Box (Area) Height	72 in	Tailgate Width	N/A
Cargo Volume	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors	
Side Door Type	Sliding

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	58718-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/22/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/28/2024

REQUESTING AGENCY	JUPITER, TOWN OF			
CONTACT PERSON	Johann Lopez	EMAIL	johannl@jupiter@jupiter.fl.us	
PHONE	561-741-2449	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	X1K 101A	MSRP	\$46,350.00
2025 FORD F-150 SUPER CAB PICKUP 2WD 145" WB XL 6.5' BED			
CUSTOMER ID	LANDSCAPE TRUCK	GOVERNMENT PRICE	\$39,871.00
BED LENGTH	6.5' Bed		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
998	Engine: 3.5L V6 EcoBoost	\$1,655.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
101A	OPTIONS Equipment Group 101A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$245.00
53T	Tow/Haul Package	\$780.00
64C	Wheels: 17" Silver Steel	\$0.00
67T	Integrated Trailer Brake Controller	\$0.00
XL9	Electronic Locking w/3.55 Axle Ratio	\$0.00
	Tires: 245/70R17 BSW A/S	\$0.00
	GVWR: 6,900 lbs Payload Package	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$2,680.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
AFTERMARKET OPTIONS			\$245.00

TRADE IN	TOTAL COST	\$42,796.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S) QTY 1	\$42,796.00

Estimated Annual payments for 60 months paid in advance: \$9,839.68
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' BoxMSRP:\$41,660.00

Interior:Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X1K	[Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box	\$41,660.00
OPTIONS		
101A	Equipment Group 101A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53T	Tow/Haul Package	\$785.00
64C	Wheels: 17" Silver Steel	\$0.00

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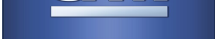
Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)

67T	Integrated Trailer Brake Controller	Inc.	
998	Engine: 3.5L V6 EcoBoost		\$1,660.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat		\$0.00
XL9	Electronic Locking w/3.55 Axle Ratio		\$0.00
YZ	Oxford White		\$0.00
—	Tires: 245/70R17 BSW A/S		\$0.00
—	GVWR: 6,900 lbs Payload Package	Inc.	
SUBTOTAL			\$44,355.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$46,350.00

FUEL ECONOMY

Est City:18 (2024) MPG
Est Highway:24 (2024) MPG
Est Highway Cruising Range:864.00 mi

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Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)
	Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
	3.55 Axle Ratio (STD)
	50 State Emissions System
	Rear-Wheel Drive
	200 Amp Alternator
	70-Amp/Hr 760CCA Maintenance-Free Battery w/Run Down Protection
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	1675# Maximum Payload
	GVWR: 6,365 lbs Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	Single Stainless Steel Exhaust
	36 Gal. Fuel Tank
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 17" Silver Steel (STD)
	Tires: 245/70R17 BSW A/S (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent
	Black Rear Step Bumper

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)

Exterior

- Black Side Windows Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Reverse Opening Rear Doors
- Manual Tailgate/Rear Door Lock
- Integrated Storage
- Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
- Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest
- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- Power Rear Windows
- FordPass Connect 5G Mobile Hotspot Internet Access

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Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box ( Complete)

Interior

Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

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Interior

- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- PCA with AEB and Intersection Assist
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Evasion Assist
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Ford Co-Pilot360 - Reverse Camera Back-Up Camera

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Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4785 lbs	Gross Axle Wt Rating - Front	3300 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2699 lbs
Curb Weight - Rear	1972 lbs	Option Weight - Front	9.00 lbs
Option Weight - Rear	105.00 lbs	Reserve Axle Capacity - Front	592.00 lbs
Reserve Axle Capacity - Rear	1723.00 lbs	As Spec'd Curb Weight	4785.00 lbs
As Spec'd Payload	2115.00 lbs	Maximum Payload Capacity	2229.00 lbs
Gross Combined Wt Rating	17600 lbs	Gross Axle Weight Rating	7100.00 lbs
Curb Weight	4671.00 lbs	Reserve Axle Capacity	2315.00 lbs
Total Option Weight	114.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6900.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	10900 lbs	Wt Distributing Hitch - Max Tongue Wt.	1090 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8500 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2125 lbs
Maximum Trailerling Capacity	10900 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Double Wishbone	Suspension Type - Rear	Leaf
Spring Capacity - Front	3300 lbs	Spring Capacity - Rear	3800 lbs
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	3450 lbs	Axle Capacity - Rear	4800 lbs
Axle Ratio (:1) - Front	3.55	Axle Ratio (:1) - Rear	3.55

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Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P245/70SR17
Rear Tire Size	P245/70SR17	Spare Tire Size	Full-Size
Front Tire Capacity	4050 lbs	Rear Tire Capacity	4498 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.8 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.8 in
Rear Brake Rotor Diam x Thickness	13.2 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.3 in
Second Leg Room	33.5 in	Second Shoulder Room	66.1 in
Second Hip Room	62.6 in		

Exterior Dimensions

Wheelbase	145 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.7 in
Width, Max w/o mirrors	79.9 in	Height, Overall	75.5 in
Overhang, Front	37.6 in	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	33.1 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.4 in	Ground Clearance, Rear	8.4 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	78 in	Cargo Box Width @ Top, Rear	65.2 in
Cargo Box Width @ Floor	65.2 in	Cargo Box Width @ Wheelhousings	50.6 in
Cargo Box (Area) Height	21.4 in	Tailgate Width	60.3 in
Cargo Volume	62.3 ft³	Ext'd Cab Cargo Volume	N/A

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	58719-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200
	FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/22/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/28/2024

REQUESTING AGENCY	JUPITER, TOWN OF
CONTACT PERSON	Johann Lopez
PHONE	561-741-2449
	MOBILE
	FAX
EMAIL	johannl@jupiter@jupiter.fl.us

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	X1K 101A	MSRP	\$43,555.00
	2025 FORD F-150 SUPER CAB PICKUP 2WD 145" WB XL 6.5' BED		
CUSTOMER ID	VACUUM TRUCK	GOVERNMENT PRICE	\$39,871.00

BED LENGTH

6.5' Bed

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
998	Engine: 3.5L V6 EcoBoost	\$1,655.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
101A	OPTIONS Equipment Group 101A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$245.00
53T	Tow/Haul Package	\$780.00
64C	Wheels: 17" Silver Steel	\$0.00
67T	Integrated Trailer Brake Controller	\$0.00
XL9	Electronic Locking w/3.55 Axle Ratio	\$0.00
	Tires: 245/70R17 BSW A/S	\$0.00
	GVWR: 6,900 lbs Payload Package	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$2,680.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
		AFTERMARKET OPTIONS	\$245.00

TRADE IN	TOTAL COST	\$42,796.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	
	TOTAL COST LESS TRADE IN(S)	QTY 2 \$85,592.00

Estimated Annual payments for 60 months paid in advance: \$9,839.68 Extended: \$19,679.37
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

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Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box

MSRP: \$41,660.00

Interior: Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X1K	[Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box	\$41,660.00
OPTIONS		
101A	Equipment Group 101A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53T	Tow/Haul Package	\$785.00
64C	Wheels: 17" Silver Steel	\$0.00

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67T	Integrated Trailer Brake Controller	Inc.	
998	Engine: 3.5L V6 EcoBoost		\$1,660.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat		\$0.00
XL9	Electronic Locking w/3.55 Axle Ratio		\$0.00
YZ	Oxford White		\$0.00
—	Tires: 245/70R17 BSW A/S		\$0.00
—	GVWR: 6,900 lbs Payload Package	Inc.	
SUBTOTAL			\$44,355.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$46,350.00

FUEL ECONOMY

Est City:18 (2024) MPG
Est Highway:24 (2024) MPG
Est Highway Cruising Range:864.00 mi

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Standard Equipment

Mechanical	
	Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)
	Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
	3.55 Axle Ratio (STD)
	50 State Emissions System
	Rear-Wheel Drive
	200 Amp Alternator
	70-Amp/Hr 760CCA Maintenance-Free Battery w/Run Down Protection
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	1675# Maximum Payload
	GVWR: 6,365 lbs Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	Single Stainless Steel Exhaust
	36 Gal. Fuel Tank
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 17" Silver Steel (STD)
	Tires: 245/70R17 BSW A/S (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent
	Black Rear Step Bumper

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Entertainment

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- Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest
- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- Power Rear Windows
- FordPass Connect 5G Mobile Hotspot Internet Access

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	Rear Cupholder
	Compass
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	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Mini Overhead Console w/Storage
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition
	Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Power Door Locks w/Autolock Feature
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

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Interior

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Safety-Mechanical

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Safety-Exterior

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Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- PCA with AEB and Intersection Assist
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Evasion Assist
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Ford Co-Pilot360 - Reverse Camera Back-Up Camera

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WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 23748. Data Updated: Oct 21, 2024 6:42:00 PM PDT.

Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4785 lbs	Gross Axle Wt Rating - Front	3300 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2699 lbs
Curb Weight - Rear	1972 lbs	Option Weight - Front	9.00 lbs
Option Weight - Rear	105.00 lbs	Reserve Axle Capacity - Front	592.00 lbs
Reserve Axle Capacity - Rear	1723.00 lbs	As Spec'd Curb Weight	4785.00 lbs
As Spec'd Payload	2115.00 lbs	Maximum Payload Capacity	2229.00 lbs
Gross Combined Wt Rating	17600 lbs	Gross Axle Weight Rating	7100.00 lbs
Curb Weight	4671.00 lbs	Reserve Axle Capacity	2315.00 lbs
Total Option Weight	114.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6900.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	10900 lbs	Wt Distributing Hitch - Max Tongue Wt.	1090 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8500 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2125 lbs
Maximum Trailerling Capacity	10900 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Double Wishbone	Suspension Type - Rear	Leaf
Spring Capacity - Front	3300 lbs	Spring Capacity - Rear	3800 lbs
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	3450 lbs	Axle Capacity - Rear	4800 lbs
Axle Ratio (:1) - Front	3.55	Axle Ratio (:1) - Rear	3.55

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Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P245/70SR17
Rear Tire Size	P245/70SR17	Spare Tire Size	Full-Size
Front Tire Capacity	4050 lbs	Rear Tire Capacity	4498 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.8 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.8 in
Rear Brake Rotor Diam x Thickness	13.2 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Vehicle: [Fleet] 2025 Ford F-150 (X1K) XL 2WD SuperCab 6.5' Box (✔ Complete)

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.3 in
Second Leg Room	33.5 in	Second Shoulder Room	66.1 in
Second Hip Room	62.6 in		

Exterior Dimensions

Wheelbase	145 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.7 in
Width, Max w/o mirrors	79.9 in	Height, Overall	75.5 in
Overhang, Front	37.6 in	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	33.1 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.4 in	Ground Clearance, Rear	8.4 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	78 in	Cargo Box Width @ Top, Rear	65.2 in
Cargo Box Width @ Floor	65.2 in	Cargo Box Width @ Wheelhousings	50.6 in
Cargo Box (Area) Height	21.4 in	Tailgate Width	60.3 in
Cargo Volume	62.3 ft³	Ext'd Cab Cargo Volume	N/A

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 58714-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/22/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/22/2024

REQUESTING AGENCY	JUPITER, TOWN OF			
CONTACT PERSON	Johann Lopez		EMAIL	johannl@jupiter@jupiter.fl.us
PHONE	561-741-2449	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	K7D 200A	MSRP	\$41,220.00
2025 FORD EXPLORER RWD ACTIVE			
CUSTOMER ID	OFFICE	GOVERNMENT PRICE	\$38,582.00

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
8H	Dark Gray/Onyx, Unique Heated Cloth Captain's Chairs	\$0.00
99H	Engine: 2.3L EcoBoost I-4	\$0.00
44T	Transmission: 10-Speed Automatic	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
200A	Equipment Group 200A Standard Package	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
BUC	Back Up Camera	\$0.00
RKE	Remote Keyless Entry	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$0.00
W TLI-4-AW	(4) Whelen ION T-Series DUAL color ultra thin light heads with (2) mounted in grille and (2) mounted to rear of vehicle (AMBER/WHITE).		\$770.00
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$220.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00

AFTERMARKET OPTIONS \$1,235.00

TRADE IN	TOTAL COST	\$39,817.00
----------	------------	-------------

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 1 \$39,817.00

Estimated Annual payments for 60 months paid in advance: \$9,154.75
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet
Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Explorer (K7D) Active RWDMSRP:\$39,625.00

Interior:Dark Gray/Onyx, Unique Heated Cloth Captain's Chairs

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.3L EcoBoost I-4

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K7D	[Fleet] 2025 Ford Explorer (K7D) Active RWD	\$39,625.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
200A	Equipment Group 200A Standard Package	\$0.00
44T	Transmission: 10-Speed Automatic	\$0.00
8H	Dark Gray/Onyx, Unique Heated Cloth Captain's Chairs	\$0.00
99H	Engine: 2.3L EcoBoost I-4	\$0.00
YZ	Oxford White	\$0.00

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)

SUBTOTAL	\$39,625.00
Adjustments Total	\$0.00
Destination Charge	\$1,595.00
TOTAL PRICE	\$41,220.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)
	Transmission: 10-Speed Automatic (STD)
	3.58 Non-Limited Slip Rear Axle
	50 State Emissions System
	Transmission w/Driver Selectable Mode
	Rear-Wheel Drive
	Battery w/Run Down Protection
	Regenerative Alternator
	Class III Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Rolls
	Electric Power-Assist Speed-Sensing Steering
	18.6 Gal. Fuel Tank
	Quasi-Dual Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 18" Sparkle Silver-Painted Aluminum
	Tires: P255/65R18 AS BSW -inc: mini spare
	Steel Spare Wheel
	Compact Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Metal-Look Bumper Insert
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)

Exterior

- Black Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille w/Chrome Accents
- Power Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Roof Rack Rails Only
- Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Perimeter/Approach Lights
- LED Brakelights
- Headlights-Automatic Highbeams

Entertainment

- AM/FM/Satellite w/Seek-Scan, Clock, Steering Wheel Controls and Internal Memory
- Radio: AM/FM Stereo -inc: MP3 capability, 6 speakers, speed-compensated volume, SiriusXM w/360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience w/13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility, Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates, Fees and taxes apply, See the SiriusXM customer agreement and privacy policy at <http://www.siriusxm.com/> www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349, Available in the 48 contiguous United States, D.C, and Puerto Rico (w/coverage limits and capable receiver), Visit <http://www.siriusxm.com/FAQS> for most current service area information, Availability of some services and features is subject to device capabilities and location restrictions, All fees, content and features are subject to change, SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries Eligible 2025 model-year vehicle receive complimentary access to 3-years of Alexa built-in and 1-year of Ford premium connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.
- Streaming Audio
- Integrated Roof Antenna

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)

Entertainment

Bluetooth Wireless Phone Connectivity

Interior

- Bucket Front Seats w/Cloth Back Material
- 8-Way Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- FordPass Connect 5G Mobile Hotspot Internet Access
- Fixed 50-50 Bench Cloth 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints
- Leather Steering Wheel
- Front Cupholder
- Rear Cupholder
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Remote Releases -Inc: Power Cargo Access
- Cruise Control w/Steering Wheel Controls
- Adaptive w/Traffic Stop-Go
- Voice Activated Dual Zone Front Automatic Air Conditioning
- Rear HVAC w/Separate Controls
- HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
- Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
- Full Cloth Headliner
- Cloth Door Trim Insert

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)

Interior

- Unique Heated Cloth Captain's Chairs -inc: 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger w/manual recline
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 4 12V DC Power Outlets
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Carpet Floor Trim
- Trunk/Hatch Auto-Latch
- Cargo Area Concealed Storage
- Cargo Space Lights
- FOB Controls -inc: Cargo Access
- Smart Device Remote Engine Start
- Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Front Center Armrest
- 2 Seatback Storage Pockets
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 4 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)

Safety-Mechanical

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Reverse Sensing System Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Pedestrian Detection Front Cross Traffic Mitigation
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Evasion Assist
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (Complete)

Technical Specifications

Chassis

Weight Information

Base Curb Weight	4344 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	5000 lbs	Wt Distributing Hitch - Max Tongue Wt.	500 lbs
Maximum Trailing Capacity	5000 lbs		

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Multi-Link
Suspension Type - Front (Cont.)	Strut	Suspension Type - Rear (Cont.)	Multi-Link
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P255/65HR18
Rear Tire Size	P255/65HR18	Spare Tire Size	Compact

Wheels

Front Wheel Size	18 X 7.5 in	Rear Wheel Size	18 X 7.5 in
Spare Wheel Size	Compact in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	N/A		

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Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD (✔ Complete)

Chassis

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.6 in
Rear Brake Rotor Diam x Thickness	12.6 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	18.6 gal	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	----------	--------------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	7	Passenger Volume	152.9 ft³
Front Head Room	40.7 in	Front Leg Room	43 in
Front Shoulder Room	62.1 in	Front Hip Room	59.2 in
Second Head Room	40.5 in	Second Leg Room	39 in
Second Shoulder Room	61.9 in	Second Hip Room	59.1 in
Third Head Room	38.9 in	Third Leg Room	32.2 in
Third Shoulder Room	54.6 in	Third Hip Room	40.9 in

Exterior Dimensions

Wheelbase	119.1 in	Length, Overall	198.8 in
Width, Max w/o mirrors	78.9 in	Height, Overall	69.6 in
Track Width, Front	66.9 in	Track Width, Rear	66.9 in
Min Ground Clearance	7.6 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	32.8 in

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	84.1 in	Cargo Area Length @ Floor to Seat 2	49.8 in
Cargo Area Length @ Floor to Seat 3	20.8 in	Cargo Area Width @ Beltline	64.5 in
Cargo Box Width @ Wheelhousings	47.6 in	Cargo Box (Area) Height	32.8 in

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Explorer (K7D) Active RWD ( Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume to Seat 1	N/A	Cargo Volume to Seat 2	46 ft³
Cargo Volume to Seat 3	16.3 ft³		

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	58230-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/8/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/30/2024

REQUESTING AGENCY	JUPITER TOWN OF			
CONTACT PERSON	LILLIAN CAIN	EMAIL	LillianC@jupiter.fl.us	
PHONE	561-741-2379	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	CK10706 1FL	MSRP	\$57,595.00
2025 CHEVY TAHOE 4WD 5W4 SSV			

CUSTOMER ID

GOVERNMENT PRICE \$53,772.00

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

STA	SUBJECT TO ALLOCATION	\$0.00
GAZ	Summit White	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00
1FL	OPTIONS Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	\$0.00
5J9	Calibration, taillamp flasher, Red/White	\$0.00
5LO	Calibration, taillamp flasher, Red/Red	\$0.00
5W4	Identifier for Special Service vehicle	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	\$0.00
AMF	Remote Keyless Entry Package	\$0.00
ATD	Seat delete, third row	\$0.00
AX2	Key, unique	\$0.00
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BCV	Lock control, driver side auto door lock disable	\$0.00
BTV	Remote Start	\$0.00
C6G	GVWR, 7600 lbs. (3447 kg)	\$0.00
CTB	Intersection Automatic Emergency Braking	\$0.00
DRZ	Rear Camera Mirror, inside rearview auto-dimming	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
K34	Cruise control, electronic with set and resume speed	\$0.00
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	\$0.00
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	\$0.00
KX4	Alternator, 250 amps	\$0.00
MHU	Transmission, 10-speed automatic	\$0.00
PQA	1FL Safety Package	\$0.00
QDF	Tires, 265/65R18SL all-season, blackwall	\$0.00
RC1	Skid plate, front	\$0.00
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	\$0.00
T66	Wiring provision, for outside mirrors and cargo side mirrors	\$0.00
TQ5	IntelliBeam, automatic high beam on/off	\$0.00
UD7	Rear Parking Assist	\$0.00
UEU	Forward Collision Alert	\$0.00

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

UFB	Rear Cross Traffic Braking	\$0.00
UHY	Automatic Emergency Braking	\$0.00
UKI	Blind Zone Steering Assist	\$0.00
UKM	Lane Keep Assist	\$0.00
UKT	Front Pedestrian and Bicyclist Braking	\$0.00
UOW	Side Bicyclist Alert	\$0.00
URW	Audio system, 17.7" diagonal advanced color LCD display	\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	\$0.00
V53	Luggage rack side rails, delete	\$0.00
VZ2	Speedometer calibration	\$0.00
WUA	Fascia, front high-approach angle	\$0.00
ZW7	Suspension, Premium Smooth Ride	\$0.00
---	Capless Fuel Fill	\$0.00
---	Exterior ornamentation delete	\$0.00
---	Instrumentation, analog	\$0.00
---	Theft-deterrent system, vehicle, PASS-Key III	\$0.00
---	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	\$0.00
---	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	\$0.00
---	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	\$0.00
---	Seat belts, 3-point, all seating positions	\$0.00
---	Active Hill Hold Assist	\$0.00
---	Protected idle	\$0.00

AFTERMARKET OPTIONS		DESCRIPTION	FACTORY OPTIONS	\$0.00
EWD	EXTENDED WARRANTY DECLINED			\$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.			\$0.00
			AFTERMARKET OPTIONS	\$0.00

TRADE IN	TOTAL COST	\$53,772.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
TOTAL COST LESS TRADE IN(\$)	QTY	1
		\$53,772.00

Estimated Annual payments for 60 months paid in advance: \$12,363.29

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr CommercialMSRP:\$55,600.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$55,600.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
5W4	Identifier for Special Service vehicle	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
AMF	Remote Keyless Entry Package	Inc.
ATD	Seat delete, third row	Inc.

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

AX2	Key, unique	Inc.	
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	Inc.	
AZ3	Seats, front 40/20/40 split-bench	Inc.	
BCV	Lock control, driver side auto door lock disable	Inc.	
BTV	Remote start	Inc.	
C6G	GVWR, 7600 lbs. (3447 kg)		\$0.00
CTB	Intersection Automatic Emergency Braking	Inc.	
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic with set and resume speed	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package	Inc.	
QDF	Tires, 265/65R18SL all-season, blackwall		\$0.00
RC1	Skid plate, front	Inc.	
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum		\$0.00
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
TQ5	IntelliBeam, automatic high beam on/off	Inc.	
UD7	Rear Parking Assist	Inc.	
UEU	Forward Collision Alert	Inc.	
UFB	Rear Cross Traffic Braking	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UOW	Side Bicyclist Alert	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V53	Luggage rack side rails, delete	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
ZW7	Suspension, Premium Smooth Ride		\$0.00
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.	
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.	
—	Seat belts, 3-point, all seating positions	Inc.	
—	Active Hill Hold Assist	Inc.	
—	Protected idle	Inc.	
SUBTOTAL			\$55,600.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$57,595.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Standard Equipment

Mechanical
Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
Rear axle, 3.23 ratio
Suspension, Premium Smooth Ride
GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)
Keyless start, push button
Automatic Stop/Start
Engine control, stop/start system disable button, non-latching
Engine air filtration monitor
Fuel, gasoline, E15
Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed
Differential, mechanical limited-slip
4-wheel drive
Air filter, heavy-duty
Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
Trailer sway control
Hitch Guidance
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Exhaust, single system, single-outlet
Mechanical Jack with tools

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Exterior

- Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
- Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire, spare P265/70R17 all-season, blackwall
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, upper
- Fascia, front
- Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
- Assist steps, Black with chrome accent strip
- Headlamps, LED
- Tail lamps, LED
- Mirrors, outside heated power-adjustable, manual-folding, body-color
- Mirror caps, body-color
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, acoustic, laminated
- Glass, windshield shade band
- Windshield, solar absorbing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate, rear manual

Entertainment

- Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
- Audio system feature, 6-speaker system
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- 5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Entertainment

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
SiriusXM, delete
Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front bucket (4WD only. When ordered with (9C1) Police Vehicle, requires (PQA) 1FL Safety Package and (UDA) OnStar deactivated. Includes (D07) floor console. Not available with SEO (5Y1) front center seat delete or SEO (5T5) front cloth and second row vinyl seats.)
Seat adjuster, driver 8-way power
Seat adjuster, front passenger 6-way power
Seat adjuster, front passenger 8-way power
Seat adjuster, driver 2-way power lumbar
Seat adjuster, front passenger 2-way power lumbar
Seats, second row 60/40 split-folding bench, manual
Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)
Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
Electronic Precision Shift
Steering column lock, electrical
Steering column, manual tilt and telescopic
Steering wheel, vinyl
Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
Driver Information Center, 11" diagonal multi-color digital display
Door locks, power programmable with lockout protection and delayed locking
Keyless Open includes extended range Remote Keyless Entry
Window, power with driver Express-Up/Down
Window, power with front passenger Express-Up/Down
Windows, power with rear Express-Down
Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
Universal Vehicle Module
Theft-deterrent system, electrical, unauthorized entry

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Interior

Display, automatic occupant sensing (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Wireless Phone Charging, for portable devices

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area

Sill plates, bright, front and rear door

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist

OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

HD Surround Vision

Rear Camera Mirror Washer

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Safety-Interior

- Rear Pedestrian Alert
- Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
- Safety Alert Seat
- Rear Seat Reminder
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)
- Door locks, rear child security, manual
- LATCH system (Lower Anchors and Tethers for Children), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
- Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
- OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Safety-Mechanical

- Enhanced Automatic Emergency Braking
- Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- StabiliTrak, stability control system with brake assist, includes traction control

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3700 lbs
Gross Axle Wt Rating - Rear	4300 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	14000 lbs	Gross Axle Weight Rating	8000.00 lbs
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7600.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	7700 lbs	Wt Distributing Hitch - Max Tongue Wt.	770 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailerling Capacity	8200 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23

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Data Version: 23631. Data Updated: Oct 7, 2024 6:43:00 PM PDT.

**Alan Jay Fleet**

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Chassis**Suspension**

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QDF	Rear Tire Order Code	QDF
Spare Tire Order Code	XCQ	Front Tire Size	265/65R18SL
Rear Tire Size	265/65R18SL	Spare Tire Size	P265/70R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 x 8.5 in	Rear Wheel Size	18 x 8.5 in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	37.8 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Dimensions

Interior Dimensions			
Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	65.5 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.6 in
Second Hip Room	61.3 in	Third Head Room	38.2 in
Third Leg Room	34.9 in	Third Shoulder Room	62.7 in
Third Hip Room	49.4 in		
Exterior Dimensions			
Wheelbase	121 in	Length, Overall w/rear bumper	N/A
Length, Overall	211.3 in	Width, Max w/o mirrors	81.1 in
Height, Overall	75.9 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		
Cargo Area Dimensions			
Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	122.7 ft³

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume to Seat 2	72.5 ft³	Cargo Volume to Seat 3	25.5 ft³
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A
----------------	-----

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	59133-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/31/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/31/2024REQUESTING AGENCY **JUPITER, TOWN OF**CONTACT PERSON **Johann Lopez**EMAIL johannl@jupiter@jupiter.fl.usPHONE **561-741-2449**

MOBILE

FAX

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	W1L 101A	MSRP	\$53,005.00
2025 FORD F-150 SUPER CREW CAB PICKUP 4WD 157" WB XL 6.5' BED			

CUSTOMER ID

GOVERNMENT PRICE **\$46,939.00**

BED LENGTH	6.5' Bed
------------	----------

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

YZ	Oxford White	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
995	Engine: 5.0L V8	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
101A	OPTIONS Equipment Group 101A Standard	\$0.00
18B	Black Platform Running Boards	\$245.00
53T	Tow/Haul Package	\$780.00
64C	Wheels: 17" Silver Steel	\$0.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$0.00
---	Tires: 265/70R17 BSW A/T	\$0.00

FACTORY OPTIONS \$1,025.00

AFTERMARKET OPTIONS

DESCRIPTION

DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	\$245.00
WTF CRW	Weather Tech floor liner system for crew cab pick-up trucks.	\$315.00
HD SOB LG	HD Scorpion spray on bed liner (long bed) under rail.	\$855.00
AJ DB2	Draw bar with 2" Ball, pin, and clip.	\$55.00
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$220.00
SAFE-T	Amerex 5lb Fire extinguisher, First Aide Only first aid kit, and King James & Co road triangles	\$335.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	\$245.00

AFTERMARKET OPTIONS \$2,270.00

TRADE IN

TOTAL COST \$50,234.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~
TOTAL COST LESS TRADE IN(S) QTY 2 \$100,468.00

Estimated Annual payments for 60 months paid in advance: **\$11,549.83** Extended: **\$23,099.67**
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com
"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' BoxMSRP:\$49,975.00

Interior:Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 5.0L V8

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1L	[Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box	\$49,975.00
OPTIONS		
101A	Equipment Group 101A Standard	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53T	Tow/Haul Package	\$785.00
64C	Wheels: 17" Silver Steel	\$0.00
995	Engine: 5.0L V8	\$0.00

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)

AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
___	Tires: 265/70R17 BSW A/T	\$0.00
SUBTOTAL		\$51,010.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$53,005.00

FUEL ECONOMY

Est City:17 (2024) MPG
Est Highway:22 (2024) MPG
Est Highway Cruising Range:792.00 mi

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 5.0L V8 -inc: auto start-stop technology (STD)
- Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
- 3.31 Axle Ratio (STD)
- 50 State Emissions System
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
- 200 Amp Alternator
- Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 2025# Maximum Payload
- GVWR: 7,200 lbs Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Electric Power-Assist Steering
- Single Stainless Steel Exhaust
- 36 Gal. Fuel Tank
- Auto Locking Hubs
- Double Wishbone Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Silver Steel (STD)
- Tires: 265/70R17 BSW A/T (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)

Exterior

Black Rear Step Bumper
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Integrated Storage
Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)

Interior

Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (Complete)

Interior

- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- PCA with AEB and Intersection Assist
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Evasion Assist
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Rear Child Safety Locks
- Ford Co-Pilot360 - Reverse Camera Back-Up Camera

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	5122 lbs	Gross Axle Wt Rating - Front	3900 lbs
Gross Axle Wt Rating - Rear	4150 lbs	Curb Weight - Front	3115 lbs
Curb Weight - Rear	2007 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	785.00 lbs
Reserve Axle Capacity - Rear	2143.00 lbs	As Spec'd Curb Weight	5122.00 lbs
As Spec'd Payload	2078.00 lbs	Maximum Payload Capacity	2078.00 lbs
Gross Combined Wt Rating	18400 lbs	Gross Axle Weight Rating	8050.00 lbs
Curb Weight	5122.00 lbs	Reserve Axle Capacity	2928.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7200.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	12800 lbs	Wt Distributing Hitch - Max Tongue Wt.	1280 lbs
Fifth Wheel Hitch - Max Trailer Wt.	10300 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2575 lbs
Maximum Trailerling Capacity	12800 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Double Wishbone	Suspension Type - Rear	Leaf
Spring Capacity - Front	3900 lbs	Spring Capacity - Rear	4150 lbs
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	3900 lbs	Axle Capacity - Rear	4800 lbs
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73

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**Alan Jay Fleet**

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Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (Complete)

Chassis**Suspension**

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P265/70SR17
Rear Tire Size	P265/70SR17	Spare Tire Size	Full-Size
Front Tire Capacity	4050 lbs	Rear Tire Capacity	4498 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	51.1 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.8 in
Rear Brake Rotor Diam x Thickness	13.2 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford F-150 (W1L) XL 4WD SuperCrew 6.5' Box (✔ Complete)

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.4 in
Second Leg Room	43.6 in	Second Shoulder Room	66 in
Second Hip Room	62.6 in		

Exterior Dimensions

Wheelbase	157 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	243.5 in
Width, Max w/o mirrors	79.9 in	Height, Overall	77.6 in
Overhang, Front	37.6 in	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	35.8 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.8 in	Ground Clearance, Rear	8.8 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	78 in	Cargo Box Width @ Top, Rear	65.2 in
Cargo Box Width @ Floor	65.2 in	Cargo Box Width @ Wheelhousings	50.6 in
Cargo Box (Area) Height	21.4 in	Tailgate Width	60.3 in
Cargo Volume	62.3 ft³	Ext'd Cab Cargo Volume	N/A

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	59134-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/31/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/31/2024

REQUESTING AGENCY	JUPITER, TOWN OF			
CONTACT PERSON	Johann Lopez	EMAIL	johannl@jupiter@jupiter.fl.us	
PHONE	561-741-2449	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	X2B 600A	MSRP	\$53,180.00
2025 FORD F-250 SUPER CAB PICKUP 4WD 164" WB XL 8' BED			
CUSTOMER ID	WATER FIELD	GOVERNMENT PRICE	\$48,671.00
BED LENGTH	8' Bed		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
18B	OPTIONS Platform Running Boards	\$440.00
52B	Trailer Brake Controller	\$295.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
66D	Pickup Box Delete	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$425.00
	GVWR: 9,900 lbs	\$0.00
PW PL	Power Windows & Locks (Incl)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00

		FACTORY OPTIONS	\$1,160.00
AFTERMARKET OPTIONS	DESCRIPTION		
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
WTF CRW	Weather Tech floor liner system for crew cab pick-up trucks.		\$315.00
DVA SLU98ASW SML	8' Reading Standard Line utility body factory powder coated white with flip top lids & SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)		\$12,960.00
DVA CAMERA	Dealer installed factory ordered camera		\$310.00
DVA CLIV	Class IV Trailer Hitch and 7-pin round wire harness.		\$905.00
DVA LG13-SB-2PC	Maxon C2-54-1342 TP38 Direct Cylinder Lift 1300 lb Capacity 49" x 38"+ 4" 2- PC for Service Bodies (includes duplicate STT lights).		\$5,260.00
HD USOB	HD Scorpion spray on bed liner applied inside cargo area of 8' & 9' utility body.		\$855.00
AJ DB2	Draw bar with 2" Ball, pin, and clip.		\$55.00
		AFTERMARKET OPTIONS	\$20,905.00



CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

TRADE IN

TOTAL COST

\$70,736.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

3

\$212,208.00

Estimated Annual payments for 60 months paid in advance: \$16,263.67

Extended: \$48,791.01

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com*"I Want to be Your Fleet Provider"**I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.*



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box MSRP:\$50,635.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X2B	[Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box	\$50,635.00
OPTIONS		
18B	Platform Running Boards	\$445.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	\$300.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

66D	Pickup Box Delete	(\$625.00)
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
Z1	Oxford White	\$0.00
—	GVWR: 9,900 lbs	Inc.
SUBTOTAL		\$51,185.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$53,180.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Alan Jay Fleet
Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
- Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
- 3.73 Axle Ratio (STD)
- GVWR: 10,000 lb Payload Package
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- 160 Amp Alternator
- Class V Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 3457# Maximum Payload
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

- Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
- Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
- Regular Box Style
- Steel Spare Wheel

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Exterior

- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Reverse Opening Rear Doors
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
- Fixed Antenna
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Interior	
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	FordPass Connect 5G Mobile Hotspot Internet Access
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Interior

- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	6466 lbs	Gross Axle Wt Rating - Front	4800 lbs
Gross Axle Wt Rating - Rear	6340 lbs	Curb Weight - Front	3839 lbs
Curb Weight - Rear	2627 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	961.00 lbs
Reserve Axle Capacity - Rear	3713.00 lbs	As Spec'd Curb Weight	6466.00 lbs
As Spec'd Payload	3434.00 lbs	Maximum Payload Capacity	3434.00 lbs
Gross Combined Wt Rating	21000 lbs	Gross Axle Weight Rating	11140.00 lbs
Curb Weight	6466.00 lbs	Reserve Axle Capacity	4674.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	9900.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14000 lbs	Wt Distributing Hitch - Max Tongue Wt.	1400 lbs
Fifth Wheel Hitch - Max Trailer Wt.	13800 lbs	Fifth Wheel Hitch - Max Tongue Wt.	3450 lbs
Maximum Trailerling Capacity	14000 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	4800 lbs	Spring Capacity - Rear	6340 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	6000 lbs	Axle Capacity - Rear	7280 lbs
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Chassis

Suspension				
Shock Absorber Diameter - Front		N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front		N/A	Stabilizer Bar Diameter - Rear	N/A
Tires				
Front Tire Order Code		TD8	Rear Tire Order Code	TD8
Spare Tire Order Code		N/A	Front Tire Size	LT245/75SR17
Rear Tire Size		LT245/75SR17	Spare Tire Size	N/A
Front Tire Capacity		6390 lbs	Rear Tire Capacity	6390 lbs
Spare Tire Capacity		N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear		649	Revolutions/Mile @ 45 mph - Spare	N/A
Wheels				
Front Wheel Size		17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size		N/A	Front Wheel Material	Steel
Rear Wheel Material		Steel	Spare Wheel Material	N/A
Steering				
Steering Type		Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center		N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb		54.3 ft	Turning Diameter - Wall to Wall	N/A
Brakes				
Brake Type		4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)		4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)		Yes	Front Brake Rotor Diam x Thickness	14.3 in
Rear Brake Rotor Diam x Thickness		14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width		N/A		
Fuel Tank				
Fuel Tank Capacity, Approx		34 gal	Aux Fuel Tank Capacity, Approx	N/A

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Chassis

Fuel Tank			
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions			
Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.3 in
Second Leg Room	33.5 in	Second Shoulder Room	65.8 in
Second Hip Room	64.7 in		
Exterior Dimensions			
Wheelbase	164 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	254.4 in
Width, Max w/o mirrors	80 in	Height, Overall	81.4 in
Overhang, Front	38.2 in	Overhang, Rear w/o bumper	47.6 in
Front Bumper to Back of Cab	N/A	Cab to Axle	56.1 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	37 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.5 in	Ground Clearance, Rear	8.5 in
Body Length	0.00 ft	Cab to Body	N/A
Cargo Area Dimensions			
Cargo Box Length @ Floor	98.1 in	Cargo Box Width @ Top, Rear	66.9 in
Cargo Box Width @ Floor	66.9 in	Cargo Box Width @ Wheelhousings	50.5 in
Cargo Box (Area) Height	21.1 in	Tailgate Width	0 in
Cargo Volume	78.5 ft³	Ext'd Cab Cargo Volume	N/A

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**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. "*Purchase Order*" means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** referenced on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to: invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at 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.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- * Premise/Operations;
- * Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- * Products/Completed Operations;
- * Contractual;
- * Independent Contractors;
- * Broad Form Property Damage; and
- * Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- * Owned/Leased Autos;
- * Non-owned Autos; and
- * Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

H. All Coverage.

- * Each insurance policy shall name the City as an additional insured.
- * Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- * If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- * Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By: 
Reese Goad, City Manager

Approved by the Department

By: 
Jeff Shepard, Fleet Management Director

Attest:

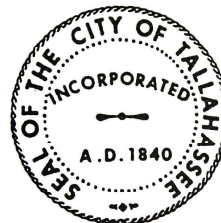
By: 
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: 
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By: 
Print Name: is Wilson
Title: _____



**CITY OF
TALLAHASSEE****Legal Routing Memo**

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

- ☒ CONTRACT NO. 5179
☐ AMENDMENT NO.
☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT
☐ OTHER
-

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Antwan Pennywell*

Department Signature: *Kathy Crum, Contract Manager - Fleet Management*

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no

TOWN OF JUPITER
Police Memorial Design Approval



DATE	December 3, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Police Memorial Design Presentation

EXECUTIVE SUMMARY

Jupiter Police Department has prepared a presentation to present the proposed design for the Jupiter Police Memorial, a key component of our ongoing Strategic Initiative to honor the dedication and sacrifices of law enforcement officers. Located at the Jupiter Police Department within the Municipal Complex, the memorial site will serve as a lasting tribute to those who have served and those who have fallen in the line of duty.

Design Elements:

- Two foundational pillars engraved with the Police Officer's Prayer and commemorative verbiage: *"Always Honored, Never Forgotten."*
- Dedication to fallen officers, including Major Edward K. Humphrey and Officer Bruce St. Laurent, memorialized by name.
- Integration with the existing Veterans Memorial for a cohesive, respectful design.
- Artistic centerpiece featuring an officer casting.

Phased Construction Plan

Staff is recommending the two phased construction approach below:

Phase One (January–May 2025): Construction of the pillars, foundation, and artistic pedestal, aligning completion with Law Enforcement Memorial Week in May 2025. The estimated total cost for phase one would be \$65,000

Phase Two (2026): Addition of the centerpiece sculpture, completing the memorial for Law Enforcement Memorial Week in May 2026. The estimated total cost for phase two would be \$200,000.

ANALYSIS

Staff is requesting Town Council's approval of the proposed design and location to move forward with Phase One. Phase One is scheduled to commence in January 2025. During this phase, staff will initiate the procurement process for the construction of the two pillars, adhering to the Town's Purchasing Policy and will then be presented to Town Council for review and appropriation.

The project reflects the Town of Jupiter's commitment to honoring the service and sacrifices of its law enforcement community.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Police Memorial Design Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Major Shane Lunsford at 0910@jupiter.fl.us



TOWN OF JUPITER

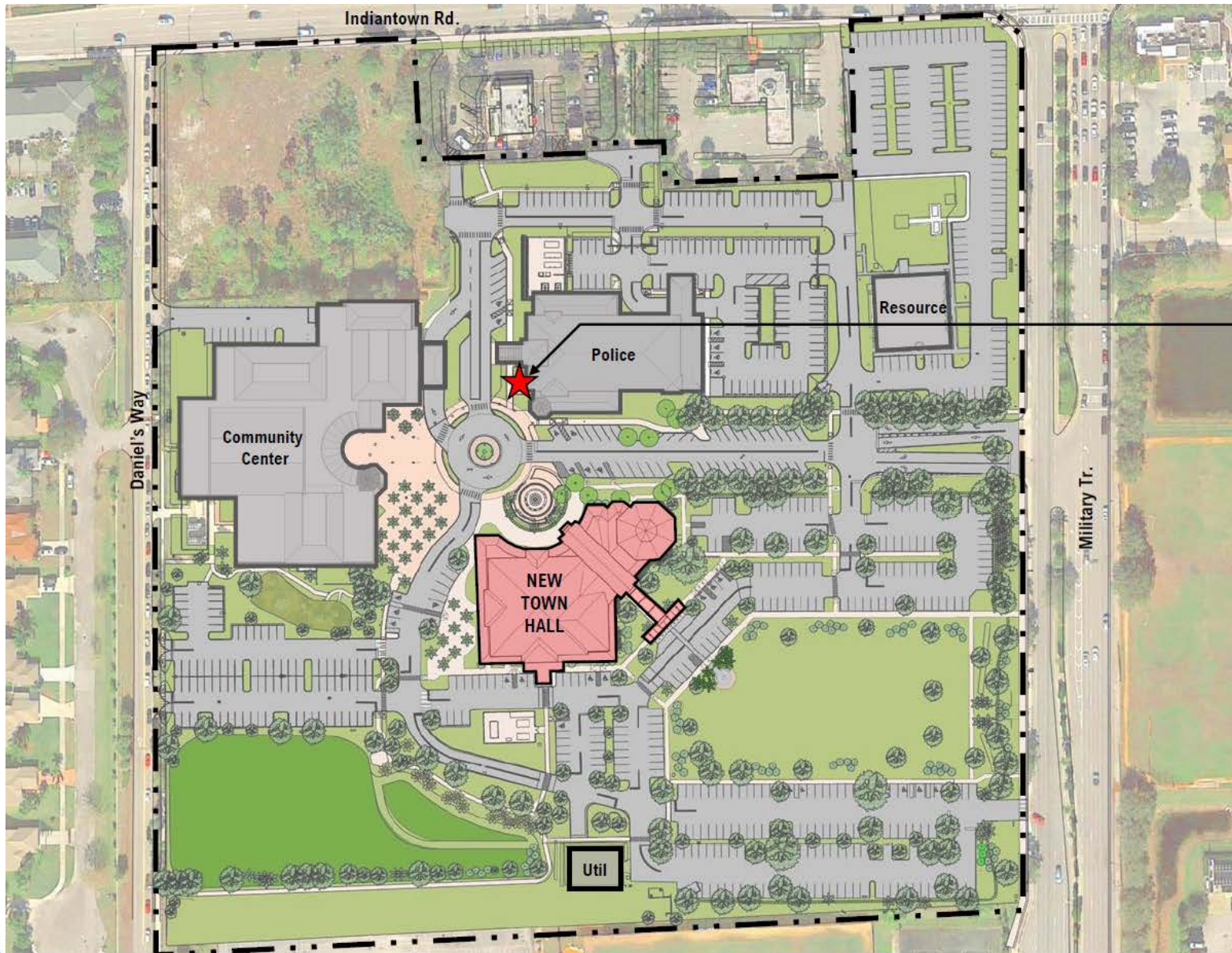
Police Memorial Design

December 3, 2024



Strategic Initiative

Municipal Complex: Approve and complete construction for Law Enforcement Memorial Site located at the Jupiter Police Department



Proposed Site Plan

Proposed Police
Memorial Location



OVERHEAD VIEW OF LOCATION



Design Recommendation



Detailed Close Up Design



Verbiage for Pillars

TOWN OF JUPITER POLICE
MONUMENT

POLICE OFFICER'S PRAYER
Lord I ask for COURAGE.
Courage to face and conquer
my own fears. Courage to take me
where others will not go.

I ask for STRENGTH
Strength of body to protect
others and strength of spirit
to lead others.

I ask for DEDICATION
Dedication to my job, to
do it well. Dedication to my
community to keep it safe.

Give me Lord, CONCERN for others
who trust me and COMPASSION
for those who need me.
And please Lord, through it all,
BE AT MY SIDE

ALLWAYS HONORED NEVER
FORGOTTEN

FALLEN OFFICERS

MAJOR EDWARD K. HUMPHREY
END OF WATCH Sept. 8, 1995

OFFICER BRUCE ST. LAURENT
END OF WATCH Sept. 9, 2012



Side by Side with Veteran's Memorial



Next Steps

Phase One

Construct two pillars and includes a foundation and artistic pedestal for an officer casting.

Estimated completion: Law Enforcement Memorial Week in May 2025

Phase Two

Construct and install sculpture

Estimated completion: Law Enforcement Memorial Week in May 2026

Summary and Next Steps

Staff is seeking approval from Town Council to move forward with the proposed design and location.

Upon approval, Phase One is scheduled to commence in January 2025. During this phase, staff will initiate the procurement process for the construction of the two pillars, adhering to the Town's Purchasing Policy and will then be presented to Town Council for review and appropriation.

